

**ADAIR VILLAGE CITY COUNCIL-Final**  
**City Hall - 6030 Wm. R Carr Av.**  
**\*\*\*\*Thursday, December 18, 2025 - 6:00pm\*\*\*\***

**1. ROLL CALL – Flag Salute**

**2. CONSENT CALENDAR:** - *The following items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member so requests, in which case the item will be discussed before the Consent Calendar is considered. If any item involves a potential conflict of interest, Council members should so note before adoption of the Consent Calendar.*

- a. Minutes – City Council Meeting – September 2, 2025
- b. Bills List through – November 30, 2025 (Attachment B)

**3. PUBLIC COMMENT (Please limit comments to 3 minutes)**

**4. STAFF REPORTS:**

- a) Sheriff's Report (Attachment C) Pat Hare
- b) CSO Report (Attachment D) Pat Hare
- c) City Administrator (Attachment E) Pat Hare
- d) Public Works Report (Attachment F) Pat Hare
- e) Financial Report (Attachment G) Pat Hare

**5. OLD BUSINESS:**

- a) Water Master Plan (Update) Civil West  
**Action:** Discussion
- b) Wastewater plant predesign report and facility plan amendment (Update) Civil West  
**Action:** Discussion

**6. NEW BUSINESS:**

- a) Adair Village Planner Contract (Attachment H, H1, H2) Pat Hare  
**Action:** Decision
- b) Virtual/Hybrid Access City Council Meetings John Wilson Councilor  
**Action:** Discussion

**7. ORDINANCES, RESOLUTIONS, AND PROCLAMATIONS:**

- a) N/A  
**Action:** n/a

**8. EXECUTIVE SESSION**

- a) N/A  
**Action:** n/a

**9. COUNCIL and MAYOR COMMENTS:**

**10. ADJOURNMENT:**

Next meetings -

City Council –Tuesday, January 6, 2026, 6:00 pm  
Planning Commission January 20, 2026, 6:00 pm

*The Community Center is accessible to person with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting by calling City Offices at 541-745-5507 or e-mail "[karla.mcgrath@adairvillage.org](mailto:karla.mcgrath@adairvillage.org)", or Oregon Relay Services by dialing 7-1-1. If anyone wants to attend by phone, please call (541) 475-5507 The City of Adair Village is an Equal Opportunity Employer.*

**The order in which items on the Agenda are addressed by the City Council may vary from the order shown on the Agenda.**

**ADAIR VILLAGE**  
**CITY COUNCIL MINUTES- Draft**  
**6030 William R. Carr Avenue**  
\*\*\*\*Tuesday, November 4, 2025 – 6:00 PM\*\*\*\*

Agenda Item	Action
<p><b>1. Roll Call:</b> City Council Members present: Councilors Ray, Officer, Sisler, Wilson and Mayor Currier were present. City Administrator Hare was present. The minutes were taken by CA Hare.</p>	<p>Mayor Currier called the meeting to order at 6:00 p.m. and led the flag salute.</p>
<p><b>2. Consent Calendar</b> <b>Attachment A</b> Minutes of the October 7, 2025, City Council Meeting <b>Attachment B</b> Bills List through October 31, 2025 (\$233,053.33).</p>	<p>Councilor Wilson moved to approve the Consent Calendar. Councilor Sisler seconded. <b>Unanimous Approval (5-0).</b></p>
<p><b>3. Public Comment</b></p>	<p>None.</p>
<p><b>4. Staff Reports</b> <b>4a. Attachment C – Sheriff’s Report</b> - CA Hare presented the report.</p>	<p>Council received the report.</p>
<p><b>4b. Attachment D– CSO Report</b> - CA Hare presented the report.</p>	<p>Council received the report.</p>
<p><b>4c. Attachment E– City Administrator’s Report</b> Administration <b>Finances</b> The city continues to make progress on completing the audit, which is expected to be finished within the next month. A supplemental budget will also be required for the additional water infrastructure work being done this year. That adjustment can be completed any time before July. <b>Tangent Partnership</b> Matt Lydon and I met with the City Manager of Tangent to discuss projects planned for next year. Tangent leadership expressed their appreciation for the quality of service provided by Adair Village staff, and the partnership continues to be strong and productive. <b>Frontage Road</b> We met with ODOT on Wednesday to discuss the transfer of ownership for the Frontage Road. ODOT will retain the northern property used for their materials storage, but will move forward with preparing transfer documents for the remainder of the roadway. Revisionary language will be included in case ODOT needs to reclaim the property in the future. <b>Property and Business</b> <b>Adair Village Industrial Site (AVIS)</b> We met with our partners and selected a new contracted environmental firm to work on the site. A meeting with DEQ is scheduled this month to discuss next steps. This will be the fourth attempt to move this project forward, so we are cautiously optimistic. <b>Good Grounds</b> Good Grounds continues to do well overall. Susan has had a few customer-related issues that staff are monitoring, but the business remains steady and successful.</p>	<p>Council received the report.</p>

<p><b>Restaurant</b> The restaurant will have a new owner taking over on December 1st. The lease is scheduled for approval and signing at today's meeting. The new owners plan to continue operations under the current setup through April before making any major changes.</p> <p><b>Barracks Building</b> ALH is pursuing a \$50,000 T-Mobile grant to complete the final phase of the building's renovation. If the grant is not awarded, staff will evaluate options to include funding in next year's budget to ensure the project's completion.</p> <p><b>Major Projects and Engineering</b></p> <p><b>Wastewater System</b> Staff met with property owners Brian Weber and Brian Cook, who own land adjacent to the wastewater lagoon. Discussions are underway regarding potential land trades that could allow the City to expand the existing lagoon rather than constructing a separate one. Civil West will assist in evaluating these options.</p> <p><b>Calloway Creek Development</b> Phase 5 is now complete, and all infrastructure for Phase 6 has been signed off. Home construction in Phase 6 is expected to begin within the next few weeks. The developer is also preparing to move forward with infrastructure planning for Phase 7 in the coming months.</p> <p><b>Trails and Parks</b> The first phase of the Calloway Creek trail system is complete and looks excellent. Quotes have been received for Phase 2, and work is expected to begin within the next two weeks. Additionally, new quotes were obtained for the entrance sign project after the original contractor backed out. The goal is to have that work underway within the next two weeks as well.</p>	
<p><b>4d. Attachment F – Public Works Report</b> CA Hare presented the report.</p>	<p>Council received the report.</p>
<p><b>4e. Attachment G – Financial Report</b> CA Hare presented the report. The balance in the Local Government Investment Pool is approximately \$4,282,443.93. Last year at this time, the balance was \$4,481,918.43.</p>	<p>Council received the report.</p>
<p><b>5. Old Business –</b> <b>5a. Market and Restaurant Lease (Attachment H)</b> Decision</p>	<p>Council discussed changes to the lease.</p>
<p><b>6. New Business</b> <b>a. Acquiring Frontage Rd (Attachment I, II)</b> Decision</p>	<p>Councilor Wilson moved to recommend acquisition of Frontage Rd. Councilor Officer seconded the motion. <b>Unanimous Approval (5-0)</b></p>
<p><b>7. Ordinance, Resolutions, and Proclamations</b></p>	
<p><b>8. Executive Session- N/A</b></p>	
<p><b>9. Council and Mayor Comments</b></p>	

<b>10. Adjournment:</b> City Council –Tuesday, December 2, 2025, 6:00 p.m. Planning Commission – TBD	Mayor Carrier adjourned the meeting at 7:25 p.m.
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**November 2025 Bills**

<b>Date</b>	<b>Amount</b>
11/4/2025	\$393,489.89
11/21/2025	\$43,785.74

**Total**

**\$437,275.63**

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>150 A &amp; B Septic</b>									
59510	1	For Tangent	Invoice	10/22/2025	11/21/2025	350.00		350.00	100-900-52115
Total 59510:						350.00	.00	350.00	
69274	1	For Tangent	Invoice	10/02/2025	11/01/2025	1,539.00		1,539.00	100-900-52115
Total 69274:						1,539.00	.00	1,539.00	
69275	1	For Tangent	Invoice	10/02/2025	11/01/2025	595.00		595.00	100-900-52115
Total 69275:						595.00	.00	595.00	
69339	1	For Tangent	Invoice	10/08/2025	11/07/2025	1,310.00		1,310.00	100-900-52115
Total 69339:						1,310.00	.00	1,310.00	
69395	1	For Tangent	Invoice	10/14/2025	11/13/2025	1,590.00		1,590.00	100-900-52115
Total 69395:						1,590.00	.00	1,590.00	
69396	1	For Tangent	Invoice	10/14/2025	11/13/2025	200.00		200.00	100-900-52115
Total 69396:						200.00	.00	200.00	
69417	1	For Tangent	Invoice	10/15/2025	11/14/2025	675.00		675.00	100-900-52115
Total 69417:						675.00	.00	675.00	
69418	1	For Tangent	Invoice	10/15/2025	11/14/2025	675.00		675.00	100-900-52115
Total 69418:						675.00	.00	675.00	
69419	1	For Tangent	Invoice	10/15/2025	11/14/2025	675.00		675.00	100-900-52115
Total 69419:						675.00	.00	675.00	
69424	1	For Tangent	Invoice	10/15/2025	11/15/2025	675.00		675.00	100-900-52115
Total 69424:						675.00	.00	675.00	
69496	1	For Tangent	Invoice	10/21/2025	11/20/2025	900.00		900.00	100-900-52115
Total 69496:						900.00	.00	900.00	
69505	1	For Tangent	Invoice	10/22/2025	11/21/2025	550.00		550.00	100-900-52115
Total 69505:						550.00	.00	550.00	
69508	1	For Tangent	Invoice	10/22/2025	11/21/2025	250.00		250.00	100-900-52115
Total 69508:						250.00	.00	250.00	
69509	1	For Tangent	Invoice	10/22/2025	11/21/2025	250.00		250.00	100-900-52115

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 69509:						250.00	.00	250.00	
69528	1	For Tangent	Invoice	10/23/2025	10/25/2025	1,160.00		1,160.00	100-900-52115
Total 69528:						1,160.00	.00	1,160.00	
69550	1	For Tangent	Invoice	10/27/2025	11/26/2025	1,880.00		1,880.00	100-900-52115
Total 69550:						1,880.00	.00	1,880.00	
69626	1	For Tangent	Invoice	10/31/2025	11/30/2025	4,405.00		4,405.00	100-900-52115
Total 69626:						4,405.00	.00	4,405.00	
Total 150 A & B Septic:						17,679.00	.00	17,679.00	<i>126925</i>
<b>390 AI's Sweeping Service</b>									
12838	1	Street Sweeping	Invoice	11/14/2025	12/14/2025	1,200.00		1,200.00	200-410-52024
Total 12838:						1,200.00	.00	1,200.00	
Total 390 AI's Sweeping Service:						1,200.00	.00	1,200.00	<i>126927</i>
<b>640 Auto Zone</b>									
02217219457	1	Vehicle maintenance	Invoice	10/02/2025	11/01/2025	43.10		43.10	500-420-52014
Total 02217219457:						43.10	.00	43.10	
Total 640 Auto Zone:						43.10	.00	43.10	<i>126928</i>
<b>890 Best Pots Inc</b>									
I577869	1	Contract Services	Invoice	11/19/2025	11/29/2025	106.64		106.64	500-420-52019
Total I577869:						106.64	.00	106.64	
Total 890 Best Pots Inc:						106.64	.00	106.64	
<b>1340 Caselle Inc.</b>									
INV-12769	1	Monthly Software Hosting Fees	Invoice	11/01/2025	12/01/2025	904.50		904.50	500-420-52114
INV-12769	2	Monthly Software Hosting Fee	Invoice	11/01/2025	12/01/2025	603.00		603.00	100-900-52114
INV-12769	3	Monthly Software Hosting Fee	Invoice	11/01/2025	12/01/2025	301.50		301.50	510-430-52114
INV-12769	4	Monthly Software Hosting Fee	Invoice	11/01/2025	12/01/2025	100.50		100.50	200-410-52114
INV-12769	5	Monthly Software Hosting Fee	Invoice	11/01/2025	12/01/2025	100.50		100.50	520-440-52114
INV-12789	6	Usage Invoice	Invoice	11/01/2025	12/01/2025	501.18		501.18	100-900-52022
Total INV-12769:						2,511.18	.00	2,511.18	
Total 1340 Caselle Inc.:						2,511.18	.00	2,511.18	
<b>1520 CIS TRUST</b>									
DECEMBER 2	1	Employee Health Ins	Invoice	11/15/2025	12/10/2025	1,169.43		1,169.43	100-100-51010
DECEMBER 2	2	Employee Health Ins	Invoice	11/15/2025	12/10/2025	155.92		155.92	100-200-51010
DECEMBER 2	3	Employee Health Ins	Invoice	11/15/2025	12/10/2025	623.70		623.70	100-300-51010
DECEMBER 2	4	Employee Health Ins	Invoice	11/15/2025	12/10/2025	389.81		389.81	200-410-51010
DECEMBER 2	5	Employee Health Ins	Invoice	11/15/2025	12/10/2025	3,664.23		3,664.23	500-420-51010
DECEMBER 2	6	Employee Health Ins	Invoice	11/15/2025	12/10/2025	1,481.28		1,481.28	510-430-51010

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
DECEMBER 2	7	Employee Health Insurance	Invoice	11/15/2025	12/10/2025	311.86		311.86	520-440-51010
Total DECEMBER 2025 FINAL INVOICE:						7,796.23	.00	7,796.23	
Total 1520 CIS TRUST:						7,796.23	.00	7,796.23	✓ 26931
<b>1610 Civil West Engineering Services Inc</b>									
251171	1	Wastewater Facilities Plan Update	Invoice	11/05/2025	11/30/2025	612.00		612.00	510-430-53005
Total 251171:						612.00	.00	612.00	
251173	1	Water Master Plan	Invoice	11/05/2025	11/30/2025	8,047.00		8,047.00	500-420-53500
Total 251173:						8,047.00	.00	8,047.00	
Total 1610 Civil West Engineering Services Inc:						8,659.00	.00	8,659.00	✓ 26923 26932 MZ
<b>2520 Eurofins Environment Testing NW, LLC</b>									
1770000637	1	Lab Analysis	Invoice	10/02/2025	11/02/2025	367.00		367.00	500-420-52104
Total 1770000637:						367.00	.00	367.00	
1770000683	1	Lab Analysis	Invoice	10/07/2025	11/07/2025	45.00		45.00	500-420-52104
Total 1770000683:						45.00	.00	45.00	
1770000735	1	Lab Analysis	Invoice	10/09/2025	11/09/2025	140.00		140.00	500-420-52104
Total 1770000735:						140.00	.00	140.00	
1770000913	1	Lab Analysis	Invoice	10/21/2025	11/21/2025	660.00		660.00	500-420-52104
Total 1770000913:						660.00	.00	660.00	
1770001061	1	Lab Analysis	Invoice	11/04/2025	12/04/2025	45.00		45.00	500-420-52104
Total 1770001061:						45.00	.00	45.00	
Total 2520 Eurofins Environment Testing NW, LLC:						1,257.00	.00	1,257.00	✓ 26933 MZ 26934
<b>2960 GSI Water Solutions Inc</b>									
00400.004-12	1	Water Management and Conservati	Invoice	11/12/2025	12/12/2025	876.98		876.98	500-420-52019
Total 00400.004-12:						876.98	.00	876.98	
Total 2960 GSI Water Solutions Inc:						876.98	.00	876.98	
<b>3270 International League of Cities</b>									
00247-330C.12	1	Annual Membership	Invoice	11/21/2025	12/14/2025	200.00		200.00	100-900-52101
Total 00247-330C.121425:						200.00	.00	200.00	
Total 3270 International League of Cities:						200.00	.00	200.00	✓ 26935
<b>7548 Julianne Smith</b>									
111525	1	Community Center Refund	Invoice	11/19/2025	11/19/2025	75.00		75.00	100-000-46028

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 111525:						75.00	.00	75.00	
Total 7548 Julianne Smith:						75.00	.00	75.00	✓26936
<b>7518 Net Assets Corporation</b>									
111-202510	1	title search	Invoice	11/03/2025	11/15/2025	16.00		16.00	100-900-52114
Total 111-202510:						16.00	.00	16.00	
Total 7518 Net Assets Corporation:						16.00	.00	16.00	✓26938
<b>4800 One Call Concepts Inc</b>									
5100304	1	OR Utility Notification Center	Invoice	10/31/2025	01/01/3125	16.94		16.94	500-420-52109
5100304	2	OR Utility Notification Center	Invoice	10/31/2025	01/01/3125	16.94		16.94	510-430-52109
Total 5100304:						33.88	.00	33.88	
Total 4800 One Call Concepts Inc:						33.88	.00	33.88	✓26939
<b>4920 Oregon Department of Revenue</b>									
111425	1	Hazardous Substance Possession F	Invoice	11/14/2025	11/14/2025	417.00		417.00	500-420-52102
Total 111425:						417.00	.00	417.00	
Total 4920 Oregon Department of Revenue:						417.00	.00	417.00	✓26940
<b>7364 Pacific Office Automation</b>									
835835	1	Usage	Invoice	11/05/2025	12/05/2025	501.18		501.18	100-900-52022
Total 835835:						501.18	.00	501.18	
Total 7364 Pacific Office Automation:						501.18	.00	501.18	✓26941
<b>5300 Pacific Power/PacificCorp</b>									
112625	1	Utilities	Invoice	11/07/2025	11/26/2025	2,565.35		2,565.35	500-420-52109
Total 112625:						2,565.35	.00	2,565.35	
Total 5300 Pacific Power/PacificCorp:						2,565.35	.00	2,565.35	✓26942
<b>5780 Republic Services #452</b>									
0452-00561064	1	Utilities	Invoice	10/31/2025	11/20/2025	43.77		43.77	100-900-52109
Total 0452-005610647:						43.77	.00	43.77	
0452-00561821	1	Utilities	Invoice	10/31/2025	11/20/2025	165.68		165.68	510-430-52109
Total 0452-005618211:						165.68	.00	165.68	
Total 5780 Republic Services #452:						209.45	.00	209.45	✓26943
<b>5810 RG Smith Electric &amp; Plumbing Inc</b>									
33800	1	Building Maintenance	Invoice	11/03/2025	11/30/2025	323.62		323.62	100-900-52012
Total 33800:						323.62	.00	323.62	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 5810 RG Smith Electric & Plumbing Inc:						323.62	.00	323.62	✓26944
<b>6020 Schaefers Recreation Equipment Co</b>									
158656-1	1	For Tangent	Invoice	10/28/2025	11/28/2025	255.16		255.16	100-900-52115
Total 158656-1:						255.16	.00	255.16	
Total 6020 Schaefers Recreation Equipment Co:						255.16	.00	255.16	✓26945
<b>7274 US Bank Equipment Finance</b>									
568217491	1	Canon Copier	Invoice	11/06/2025	11/30/2025	131.00		131.00	100-900-52023
Total 568217491:						131.00	.00	131.00	
Total 7274 US Bank Equipment Finance:						131.00	.00	131.00	
<b>7030 USA Blue Book</b>									
INV00878371	1	Chemicals	Invoice	11/06/2025	11/30/2025	150.49		150.49	500-420-52001
INV00878371	2	Tangent	Invoice	11/06/2025	11/30/2025	150.50		150.50	100-900-52115
Total INV00878371:						300.99	.00	300.99	
Total 7030 USA Blue Book:						300.99	.00	300.99	✓26947
<b>999 Utility Refund</b>									
111825	1	Water	Invoice	11/18/2025	12/15/2025	2.02		2.02	500-420-52105
111825	2	Wastewater	Invoice	11/18/2025	12/15/2025	1.35		1.35	510-430-52105
Total 111825:						3.37	.00	3.37	✓26920
121525	1	Water	Invoice	11/13/2025	12/15/2025	33.59		33.59	500-420-52105
121525	2	Wastewater	Invoice	11/13/2025	12/15/2025	22.39		22.39	510-430-52105
Total 121525:						55.98	.00	55.98	✓26937
Total 999 Utility Refund:						59.35	.00	59.35	
<b>7130 Verizon</b>									
6127784031	1	Cell Phone	Invoice	11/06/2025	11/28/2025	140.52		140.52	500-420-52110
6127784031	2	Cell Phone	Invoice	11/06/2025	11/28/2025	99.71		99.71	510-430-52110
6127784031	3	Cell Phone	Invoice	11/08/2025	11/28/2025	39.58		39.58	100-900-52110
Total 6127784031:						279.81	.00	279.81	
Total 7130 Verizon:						279.81	.00	279.81	✓26948
<b>7290 Willamette Valley Processors</b>									
1951	1	Emergency Management	Invoice	11/17/2025	12/17/2025	800.00		800.00	100-900-52019
Total 1951:						800.00	.00	800.00	
Total 7290 Willamette Valley Processors:						800.00	.00	800.00	✓26948
Total :						46,296.92	.00	46,296.92	
Grand Totals:						46,296.92	.00	46,296.92	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-000-46028	75.00	.00	75.00
100-100-51010	1,169.43	.00	1,169.43
100-200-51010	155.92	.00	155.92
100-300-51010	623.70	.00	623.70
100-900-52012	323.62	.00	323.62
100-900-52019	800.00	.00	800.00
100-900-52022	1,002.36	.00	1,002.36
100-900-52023	131.00	.00	131.00
100-900-52101	200.00	.00	200.00
100-900-52109	43.77	.00	43.77
100-900-52110	39.58	.00	39.58
100-900-52114	619.00	.00	619.00
100-900-52115	18,084.66	.00	18,084.66
200-410-51010	389.81	.00	389.81
200-410-52024	1,200.00	.00	1,200.00
200-410-52114	100.50	.00	100.50
500-420-51010	3,664.23	.00	3,664.23
500-420-52001	150.49	.00	150.49
500-420-52014	43.10	.00	43.10
500-420-52019	983.62	.00	983.62
500-420-52102	417.00	.00	417.00
500-420-52104	1,257.00	.00	1,257.00
500-420-52105	35.61	.00	35.61
500-420-52109	2,582.29	.00	2,582.29
500-420-52110	140.52	.00	140.52
500-420-52114	904.50	.00	904.50
500-420-53500	8,047.00	.00	8,047.00
510-430-51010	1,481.28	.00	1,481.28
510-430-52105	23.74	.00	23.74
510-430-52109	182.62	.00	182.62
510-430-52110	99.71	.00	99.71
510-430-52114	301.50	.00	301.50
510-430-53005	612.00	.00	612.00
520-440-51010	311.86	.00	311.86
520-440-52114	100.50	.00	100.50
<b>Grand Totals:</b>	<b>46,296.92</b>	<b>.00</b>	<b>46,296.92</b>

-2,511.18  
43,785.74

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
10/25	19,432.59	.00	19,432.59
11/25	26,864.33	.00	26,864.33
<b>Grand Totals:</b>	<b>46,296.92</b>	<b>.00</b>	<b>46,296.92</b>

46,296.92  
11/21/25

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>7496 Aldrich CPAs and Advisors LLP</b>									
791949	1	Admin	Invoice	10/31/2025	11/30/2025	1,000.00		1,000.00	100-100-52016
791949	2	Admin	Invoice	10/31/2025	11/30/2025	125.00		125.00	100-900-52016
791949	3	Storm Drain	Invoice	10/31/2025	11/30/2025	187.50		187.50	520-440-52016
791949	4	Streets	Invoice	10/31/2025	11/30/2025	187.50		187.50	200-410-52016
791949	5	Wastewater	Invoice	10/31/2025	11/30/2025	500.00		500.00	510-430-52016
791949	6	Water	Invoice	10/31/2025	11/30/2025	500.00		500.00	500-420-52016
Total 791949:						2,500.00	.00	2,500.00	
Total 7496 Aldrich CPAs and Advisors LLP:						2,500.00	.00	2,500.00	✓26904
<b>690 Bank of America</b>									
102325	1	Credit Card Charges	Invoice	10/23/2025	11/19/2025	3,754.53		3,754.53	100-000-28000
Total 102325:						3,754.53	.00	3,754.53	
Total 690 Bank of America:						3,754.53	.00	3,754.53	✓26905
<b>720 Bark Place Inc.</b>									
001-513262	1	For Tangent	Invoice	09/28/2025	10/28/2025	490.00		490.00	100-900-52115
Total 001-513262:						490.00	.00	490.00	
Total 720 Bark Place Inc.:						490.00	.00	490.00	✓26906
<b>860 BENTON COUNTY TAX COLLECTOR</b>									
14898.102825	1	Property Taxes Coffee Shop	Invoice	10/28/2025	11/17/2025	2,661.78		2,661.78	100-900-52199
Total 14898.102825:						2,661.78	.00	2,661.78	
14906.102825	1	Property Taxes 4plex	Invoice	10/28/2025	11/17/2025	2,921.44		2,921.44	100-900-52199
Total 14906.102825:						2,921.44	.00	2,921.44	
270532.102825	1	Property Taxes Avis Small	Invoice	10/28/2025	11/17/2025	200.91		200.91	100-900-52199
Total 270532.102825:						200.91	.00	200.91	
419615.102825	1	Property Taxes Village Food Mart	Invoice	10/28/2025	11/15/2025	2,682.50		2,682.50	100-900-52199
Total 419615.102825:						2,682.50	.00	2,682.50	
5052.102825	1	Property Taxes Avis Large	Invoice	10/28/2025	11/17/2025	622.51		622.51	100-900-52199
Total 5052.102825:						622.51	.00	622.51	
Total 860 BENTON COUNTY TAX COLLECTOR:						9,089.14	.00	9,089.14	✓26907
<b>890 Best Pots Inc</b>									
I575962	1	Contract Services	Invoice	10/22/2025	11/01/2025	106.64		106.64	500-420-52019
Total I575962:						106.64	.00	106.64	
Total 890 Best Pots Inc:						106.64	.00	106.64	✓26908

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>1100 Business Oregon</b>									
L20005.102825.	1	Loan Payment L20005	Invoice	10/28/2025	12/01/2025	191,743.08		191,743.08	510-430-54005
Total L20005.102825 :						191,743.08	.00	191,743.08	✓ 26909
S16020120125.	1	Loan Payment S16020	Invoice	10/27/2025	12/01/2025	139,012.75		139,012.75	500-420-54005
Total S16020120125.:						139,012.75	.00	139,012.75	✓ 26923
S22007.120125	1	Loan Payment	Invoice	12/01/2025	12/01/2025	20,240.23		20,240.23	500-420-54005
Total S22007.120125:						20,240.23	.00	20,240.23	✓ 26924
Total 1100 Business Oregon:						350,996.06	.00	350,996.06	
<b>1550 City of Corvallis</b>									
4523485	1	Wastewater	Invoice	10/15/2025	11/15/2025	53.81		53.81	510-430-52014
4523485	2	Water	Invoice	10/15/2025	11/15/2025	201.80		201.80	500-420-52014
4523485	3	ND	Invoice	10/15/2025	11/15/2025	13.46		13.46	100-300-52014
Total 4523485:						269.07	.00	269.07	
Total 1550 City of Corvallis:						269.07	.00	269.07	✓ 26910
<b>1610 Civil West Engineering Services Inc</b>									
251136	1	Water Services	Invoice	11/03/2025	12/03/2025	1,036.00		1,036.00	500-420-53500
251136	2	Wastewater Services	Invoice	11/03/2025	12/03/2025	362.00		362.00	510-430-53005
251136	3	Wastewater Services	Invoice	11/03/2025	12/03/2025	666.00		666.00	510-430-53005
251136	4	HMGP Generator Design	Invoice	11/03/2025	12/03/2025	481.00		481.00	510-430-53005
251136	5	Transportation Services	Invoice	11/03/2025	12/03/2025	1,137.50		1,137.50	200-410-53001
251136	6	Development Review	Invoice	11/03/2025	12/03/2025	2,960.05		2,960.05	100-100-52020
251136	7	Calloway Creek Ph4 Const Inspect	Invoice	11/03/2025	12/03/2025	452.50		452.50	100-100-52020
Total 251136:						7,095.05	.00	7,095.05	
Total 1610 Civil West Engineering Services Inc:						7,095.05	.00	7,095.05	✓ 26911
<b>1800 Consumers Power Inc.</b>									
1152400111525	1	Utilities	Invoice	10/20/2025	11/15/2025	1,770.00		1,770.00	200-410-52109
Total 1152400111525:						1,770.00	.00	1,770.00	
1152401111525	1	Utilities	Invoice	10/20/2025	11/15/2025	39.64		39.64	100-300-52109
Total 1152401111525:						39.64	.00	39.64	
1152406111525	1	Utilities	Invoice	10/20/2025	11/15/2025	159.82		159.82	100-900-52109
Total 1152406111525:						159.82	.00	159.82	
1152409111525	1	Utilities	Invoice	10/20/2025	11/15/2025	39.96		39.96	100-900-52109
Total 1152409111525:						39.96	.00	39.96	
1152410111525	1	Utilities	Invoice	10/20/2025	11/15/2025	79.46		79.46	510-430-52109

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 1152410111525:						79.46	.00	79.46	
115241111525	1	Utilities	Invoice	10/20/2025	11/15/2025	75.73		75.73	500-420-52109
Total 115241111525:						75.73	.00	75.73	
1152413111525	1	Utilities	Invoice	10/20/2025	11/15/2025	107.64		107.64	510-430-52109
Total 1152413111525:						107.64	.00	107.64	
1152414111525	1	Utilities	Invoice	10/20/2025	11/15/2025	39.16		39.16	500-420-52109
Total 1152414111525:						39.16	.00	39.16	
1152415111525	1	Utilities	Invoice	10/20/2025	11/15/2025	39.05		39.05	100-900-52109
Total 1152415111525:						39.05	.00	39.05	
1152418111525	1	Utilities	Invoice	10/20/2025	11/15/2025	145.20		145.20	510-430-52109
Total 1152418111525:						145.20	.00	145.20	
1152419111525	1	Utilities	Invoice	10/20/2025	11/15/2025	39.16		39.16	500-420-52109
Total 1152419111525:						39.16	.00	39.16	
1152420111525	1	Utilities	Invoice	10/20/2025	11/15/2025	345.36		345.36	510-430-52109
Total 1152420111525:						345.36	.00	345.36	
115242111525	1	Utilities	Invoice	10/20/2025	11/15/2025	23.50		23.50	200-410-52109
Total 115242111525:						23.50	.00	23.50	
1152422111525	1	Utilities	Invoice	10/20/2025	11/15/2025	60.60		60.60	200-410-52109
Total 1152422111525:						60.60	.00	60.60	
Total 1800 Consumers Power Inc.:						2,964.28	.00	2,964.28	✓20912
<b>2300 Delapoer Kidd Attorneys at Law</b>									
2170	1	General City matters	Invoice	10/01/2025	11/30/2025	787.50		787.50	100-900-52017
Total 2170:						787.50	.00	787.50	
Total 2300 Delapoer Kidd Attorneys at Law:						787.50	.00	787.50	✓20913
<b>7536 H.D. Fowler Company</b>									
I7167350	1	Hosting subscription/notifications	Invoice	10/27/2025	11/10/2025	2,991.00		2,991.00	500-420-53500
Total I7167350:						2,991.00	.00	2,991.00	
I7167353	1	Leak detector	Invoice	10/27/2025	11/10/2025	5,272.00		5,272.00	500-420-53500
Total I7167353:						5,272.00	.00	5,272.00	✓20914

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 7536 H.D. Fowler Company:						8,263.00	.00	8,263.00	
<b>7510 Kristopher Schendel</b>									
2510	1	Code Compliance	Invoice	10/31/2025	11/30/2025	2,500.00		2,500.00	100-900-52109
Total 2510:						2,500.00	.00	2,500.00	
Total 7510 Kristopher Schendel:						2,500.00	.00	2,500.00	✓26915
<b>7524 My Bridge Team, Inc.</b>									
INV-000088	1	Admin	Invoice	10/29/2025	10/29/2025	920.00		920.00	100-100-52019
INV-000088	2	Admin	Invoice	10/29/2025	10/29/2025	115.00		115.00	100-900-52019
INV-000088	3	Storm Drain	Invoice	10/29/2025	10/29/2025	172.50		172.50	520-440-52019
INV-000088	4	Streets	Invoice	10/29/2025	10/29/2025	172.50		172.50	200-410-52019
INV-000088	5	Wastewater	Invoice	10/29/2025	10/29/2025	460.00		460.00	510-430-52019
INV-000088	6	Water	Invoice	10/29/2025	10/29/2025	460.00		460.00	500-420-52019
Total INV-000088:						2,300.00	.00	2,300.00	
Total 7524 My Bridge Team, Inc.:						2,300.00	.00	2,300.00	✓26917
<b>4670 NW Natural</b>									
102725	1	Utilities	Invoice	10/27/2025	11/27/2025	42.70		42.70	100-900-52109
Total 102725:						42.70	.00	42.70	
Total 4670 NW Natural:						42.70	.00	42.70	✓26918
<b>4760 OHA Cashier</b>									
87632025	1	Backflow Prevention Specialist Ren	Invoice	10/09/2025	12/31/2025	195.00		195.00	500-420-52107
Total 87632025:						195.00	.00	195.00	
Total 4760 OHA Cashier:						195.00	.00	195.00	✓26919
<b>4800 One Call Concepts Inc</b>									
5060303	1	OR Utility Notification Center	Invoice	06/30/2025	07/30/2025	4.62		4.62	500-420-52109
5060303	2	OR Utility Notification Center	Invoice	06/30/2025	07/30/2025	4.62		4.62	510-430-52109
5060303		Chk No: 26757 (1)	Calculated	07/10/2025				4.62	500-000-20000
5060303		Chk No: 26757 (1)	Calculated	10/27/2025				4.62	500-000-20000
5060303		Chk No: 26757 (1)	Calculated	07/10/2025				4.62	510-000-20000
5060303		Chk No: 26757 (1)	Calculated	10/27/2025				4.62	510-000-20000
Total 5060303:						9.24	.00	9.24	
Total 4800 One Call Concepts Inc:						9.24	.00	9.24	✓26920
<b>7547 Rain Catalysts</b>									
2142	1	Rural Venture Catalyst	Invoice	09/10/2025	10/10/2025	888.89		888.89	100-900-52102
Total 2142:						888.89	.00	888.89	
Total 7547 Rain Catalysts:						888.89	.00	888.89	✓26921
<b>6020 Schaefers Recreation Equipment Co</b>									
158110-1	1	Chemicals	Invoice	10/01/2025	11/15/2025	710.32		710.32	510-430-52001

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 158110-1:						710.32	.00	710.32	
158655-1	1	Chemicals	Invoice	10/28/2025	11/25/2025	510.32		510.32	510-430-52001
Total 158655-1:						510.32	.00	510.32	
Total 6020 Schaefers Recreation Equipment Co:						1,220.64	.00	1,220.64	<i>✓ 26922</i>
<b>999 Utility Refund</b>									
111525	1	Water	Invoice	10/23/2025	11/15/2025	10.89		10.89	500-420-52105
111525	2	Wastewater	Invoice	10/23/2025	11/15/2025	7.26		7.26	510-430-52105
Total 111525:						18.15	.00	18.15	
Total 999 Utility Refund:						18.15	.00	18.15	<i>✓ 26910</i>
Total :						393,489.89	.00	393,489.89	
Grand Totals:						393,489.89	.00	393,489.89	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-000-28000	3,754.53	.00	3,754.53
100-100-52016	1,000.00	.00	1,000.00
100-100-52019	920.00	.00	920.00
100-100-52020	3,412.55	.00	3,412.55
100-300-52014	13.46	.00	13.46
100-300-52109	39.64	.00	39.64
100-900-52016	125.00	.00	125.00
100-900-52017	787.50	.00	787.50
100-900-52019	115.00	.00	115.00
100-900-52102	888.89	.00	888.89
100-900-52109	2,781.53	.00	2,781.53
100-900-52115	490.00	.00	490.00
100-900-52199	9,089.14	.00	9,089.14
200-410-52016	187.50	.00	187.50
200-410-52019	172.50	.00	172.50
200-410-52109	1,854.10	.00	1,854.10
200-410-53001	1,137.50	.00	1,137.50
500-420-52014	201.80	.00	201.80
500-420-52016	500.00	.00	500.00
500-420-52019	566.64	.00	566.64
500-420-52105	10.89	.00	10.89
500-420-52107	195.00	.00	195.00
500-420-52109	158.67	.00	158.67
500-420-53500	9,299.00	.00	9,299.00
500-420-54005	139,012.75	.00	139,012.75
500-420-54006	20,240.23	.00	20,240.23
510-000-20000	9.24	9.24-	.00
510-430-52001	1,220.64	.00	1,220.64
510-430-52014	53.81	.00	53.81

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
510-430-52016	500.00	.00	500.00
510-430-52019	460.00	.00	460.00
510-430-52105	7.26	.00	7.26
510-430-52109	682.28	.00	682.28
510-430-53005	1,509.00	.00	1,509.00
510-430-54005	191,743.08	.00	191,743.08
520-440-52016	187.50	.00	187.50
520-440-52019	172.50	.00	172.50
Grand Totals:	393,499.13	9.24-	393,489.89

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
06/25	9.24	.00	9.24
09/25	1,378.89	.00	1,378.89
10/25	364,775.72	9.24-	364,766.48
11/25	7,095.05	.00	7,095.05
12/25	20,240.23	.00	20,240.23
Grand Totals:	393,499.13	9.24-	393,489.89

*[Handwritten signature]*  
11/4/25

**ADAIR VILLAGE PATROL**  
**October 25, 2025 - November 24, 2025**

**Benton County Sheriff's Office - Adair Patrol Activity Log**

Date/Time	Call #	Total Time	Deputy	Con- tacts	Traffic		Arrests		Notes
					Warn	Cite	Cite	Cust	
<b>Patrol</b>									
102625 09:08:09	2025204052	0:13:23	Lochner						ended extra patrol to take a call for service.
102625 13:29:38	2025204201	1:37:47	Lochner						no activity
102825 14:35:23	2025205482	1:00:12	Lochner	1					Citizen contact - Young woman told me a silver (Possibly ford) sedan passed her on the right shoulder while she was turning from HWY 99W to Vandenburg Ave and missed striking her vehicle by inches. Unknown make / model / plate / driver. Last seen Northbound.
102825 20:12:29	2025205697	1:19:32	Lyman						no activity
102925 14:07:43	2025206179	2:46:42	Bottorff						OSU Forest gate busy with hikers today. Working on reports, while running speed patrol.
103125 16:25:58	2025207702	0:01:22	Bottorff	2	1	2			2 citizen contacts in store. checked for illegal parking in area. 1 stop and warning for speed. 2 cites issued in adair for speeding on 99W.
110125 08:54:27	2025208294	0:43:44	Macken						no stops
110225 00:01:59	2025208805	0:30:00	Gevatosky						30 MINUTES
110225 01:29:06	2025208875	1:22:19	Young						no activity
110225 09:54:19	2025209006	0:52:52	Lochner						no activity
110225 16:38:25	2025209189	2:15:56	Hardison						PATROLLED CITY STREETS/COUNTY ROADS/HIGHWAY 99W/ADAIR FRONTAGE ROAD/ ODFW/ SCHOOL/ PARKS/ CALLOWAY CREEK/BUSINESSES.
110225 19:54:14	2025209260	1:34:22	Hardison						HANDLED CALL FOR SERVICE ON LAUREL DRIVE. ALSO COMPLETED TRAINING WHILE CENTRALLY LOCATED IN HIGH VISIBILITY AREA OF TOWN.
110325 01:05:00	2025209358	1:14:20	Drongesen						Patrolled highway, park, and neighborhood. 1- call / alarm
110325 08:59:45	2025209499	0:51:26	Lochner						no activity
110425 17:37:40	2025210542	1:00:50	Lyman						Attended meeting, patrolled city streets and parks
110525 00:08:25	2025210749	1:03:48	Sinclair						One hour patrolling park, city streets, and worked on reports.
110625 03:58:13	2025211525	1:30:00	Gevatosky						1.5 HOURS OF HEAVY RAIN AND WIND OBSERVED
110625 10:36:03	2025211691	1:06:30	Blaser						no activity
110725 09:01:50	2025212365	0:59:58	Lunsmann						no activity
110925 10:26:30	2025213676	0:36:29	Lochner						no activity
111225 13:41:02	2025215780	1:21:30	Blaser						no activity
111325 01:17:44	2025216162	1:00:00	Gevatosky						1 HOUR
111325 10:39:02	2025216369	1:06:51	Hobbs						no activity
111325 18:32:50	2025216780	1:04:28	Heese						no activity
111625 15:58:14	2025218621	2:15:00	Hardison						PATROLLED CITY STREETS/COUNTY ROADS/HIGHWAY 99W/ADAIR FRONTAGE ROAD/SCHOOL/PARKS/CALLOWAY CREEK.
111725 09:45:20	2025218994	0:44:50	Lochner						no activity
111725 16:36:43	2025219283	1:33:15	Hardison						PATROLLED CITY STREETS/HIGHWAY 99W.
111825 11:38:25	2025219730	1:15:16	Glass						One hour Adair Patrol. Streets, park.
111825 13:23:55	2025219816	1:06:53	Lochner						no activity
111825 16:47:00	2025219971	2:14:10	Hardison	1					PATROLLED CITY STREETS, COUNTY ROADS, HIGHWAY 99W/PARKS. ONE CITIZEN CONTACT/ADVISED OF ADAIR COUNTY PARK HOURS. ALSO LOOKED FOR AN "ATTEMPT TO LOCATE" VEHICLE/UTL.



CSO Report

Attachment D

Location	Violaton	Case #	Follow Up	Compliance	Fine/Fee
Municipal Code Revamp	Finalizing for Jan. 2026	N/a	N/a	N/a	N/a
332 Carmen PI NE	Tall Grass (City Admin getting owner contact information for me)	25-904	10/17/2025	N	Y
8802 Cori Ct	Drum Noise from Home Occupation	25-1101	11/7/2025		
Community Center	Black Toyota (possible abandon)	25-1102	11/22/2025		
6199 NE William R Carr	Dog Barking	25-1103	N/a	N/a	N/a
168 NE Azalea NE	Dog at Large	25-1104	N/a	N/a	N/a



6030 William R. Carr Ave.  
Adair Village, OR 97330  
541-745-5507  
Fax: 541-230-5219

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## City Administrator's Report December 18, 2025, Council Meeting

### Administration

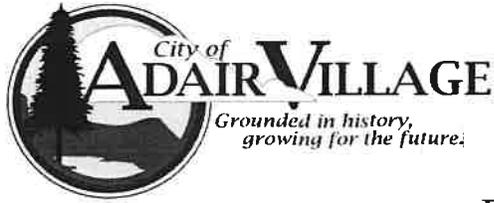
- **Finances:** The city is finalizing the audit, with only a few remaining items to address. A supplemental budget will be needed for the additional water service line work completed in the north section. This can be completed anytime before July.
- **Tangent Partnership:** Seasonal mowing and parks maintenance are completed for the year. Future work will be on an as-needed basis, such as tree and leaf removal outside of the regular contract. In early 2026, staff will review whether to bring on an additional seasonal employee to support Tangent needs.
- **Frontage Road** ODOT is preparing the transfer documents for the roadway. In preparation, staff is arranging a meeting with ODFW to discuss long-term coordination, including a potential connection to E. Wilson. Additional updates will be provided at a future meeting.

### Property & Business

- **Adair Village Industrial Site (AVIS):** A meeting with DEQ and our newly contracted partners is scheduled for January to review next steps in the environmental process.
- **Good Grounds:** Business continues to operate successfully with a new manager. They will be returning an ice machine to the city as they plan to install a larger unit in the spring.
- **Restaurant/Store:** New ownership took effect on December 1. Staff will meet with the owners on Monday to discuss proposed changes. The store is already noticeably cleaner and better stocked. Discussions will also include long-term plans for the restaurant component.
- **Barracks Building:** ALH has requested a work session—either before the next Council meeting or in February—to reestablish direction following Barbara's departure. They are also pursuing a \$50,000 grant to support completion of the building.

### Major Projects

- **Wastewater System:** The City continues working through land-related issues. Civil West is assisting in identifying a consultant to evaluate potential land swap opportunities with the property north of the lagoon to avoid wetlands and other environmental constraints. Progress is ongoing.
- **Calloway Creek Development:** Phase 5 is fully complete. Phase 6 infrastructure—including streets, sidewalks, streetlights, and hydrants—is now finished, and builders anticipate beginning home foundation work in January. Phase 7 has also been submitted and is planned for spring construction.
- **Trails/Parks:** The Calloway Creek trail is complete, and planning for Phase 2 is underway. The trail held up extremely well during the recent extreme weather event, needing only minor bark chip replacement and slight adjustments to a few small sections.



PUBLIC WORKS  
OPERATIONS AND MAINTENANCE REPORT

PERIOD: 10/20/2025 to 11/20/2025

**WATER USE / DISTRIBUTION REPORT**

**WATER USE REPORT**

Water Produced: Master meter fixed and SCADA issues resolved. Full flow data will be available next month.

**WATER DISTRIBUTION REPORT**

Maintenance Activity: Two leaks were reported and fixed. One on Rondo Road and one on Barberry. Staff and contractors have completed the line replacement project. All concrete and asphalt have been replaced.

Collected quarterly: 4<sup>th</sup> quarter samples have been taken.

**WASTEWATER TREATMENT REPORT**

Flows into the WWTP have continued to increase with winter rains. Staff started discharging from the lagoon in early November.

Total Monthly Influent: 3.7 million Gallons

**STORM WATER COLLECTION SYSTEM REPORT**

Maintenance Activity: Storm drains are clear. Staff check and clean all drains daily.

## **STREETS MAINTENANCE REPORT**

Maintenance: Streets are in good shape and are checked weekly.

## **CITY HALL / PARKS AND WETLANDS**

Maintenance Activity: Mowing has ended for the year. Staff focus on leaf and limb removal after fall storms at all city properties.

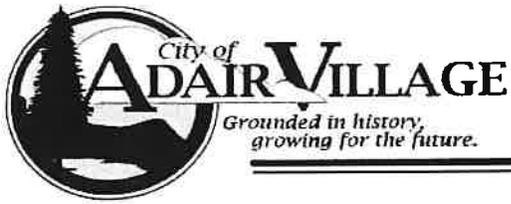
## **WATER TREATMENT PLANT**

Maintenance Activity: We are at 25 or fewer hours a month of run time at the water plant. Staff along with contractors resolved the flow meter and SCADA issue and both systems are back on tract.

## **WASTEWATER TREATMENT PLANT**

Maintenance Activity: The wastewater treatment plant has had no issues. Staff continue to maintain and monitor flows at plant. With increase rains staff make daily adjustments to the treatment process.

Completed by Matt Lydon, Public Works Supervisor



**STAFF REPORT**  
**Attachment G – Financial Report**  
 December 18, 2025 Council Meeting

We have approximately \$5,200,914.59 in the Local Government Investment Pool (LGIP). Last month we had \$4,282,443.93. Last year at this time we had \$4,184,547.96. We have approximately \$239,337.00 in Citizens Bank.

<b>Fund</b>	<b>Income</b>	<b>Expenses</b>	<b>% of Budget</b>	<b>Difference</b>
General	2,015,421.00	436,344.00	12.31%	1,579,077.00
Streets	398,079.00	41,040.00	11.46%	357,039.00
Water	896,072.00	570,013.00	50.89%	326,059.00
Wastewater	926,372.00	368,916.00	20.60%	557,456.00
Storm Drain	84,308.00	20,342.00	22.55%	63,966.00
SDC Fund	2,109,659.00	0.00	0.00%	2,109,659.00
Reserve	159,054.00	0.00	0.00%	159,054.00
<b>TOTAL</b>	<b>\$6,588,965.00</b>	<b>\$1,436,655.00</b>		<b>5,152,310.00</b>

Report Criteria:

Includes only accounts with balances or activity  
Includes grand totals by account type with revenue and expenditure totals

Account Number	Title	2025-25 Current year Period Actual	2025-25 Current year Actual	2025-26 Current year Budget	2025-25 Current year Remaining	2025-25 Current year Percent
<b>General Fund</b>						
<b>General Fund Revenue</b>						
100-000-40000	Beginning Fund Balance	0	1,736,881	2,000,000	263,119	86.84
100-000-40001	Property Taxes - Current	0	1,321	269,000	267,679	.49
100-000-40002	Property Taxes - Prior Year	0	0	500	500	.00
100-000-41010	Revenue Sharing	0	3,995	14,000	10,005	28.53
100-000-41020	Cigarette Taxes	0	209	1,000	791	20.88
100-000-41030	Liquor Taxes	0	5,943	29,000	23,057	20.49
100-000-41100	Tangent Contract	90,852	90,852	259,000	168,148	35.08
100-000-41200	Transient Lodging Tax	0	0	5,000	5,000	.00
100-000-41300	Benton CO STIFF for Transit	0	0	25,000	25,000	.00
100-000-42001	Planning Fees	0	0	10,000	10,000	.00
100-000-42050	Fees - Other	70	280	0	(280)	.00
100-000-42060	SDC Administrative Fees	0	0	10,000	10,000	.00
100-000-43001	Utility Franchise Fees	0	27,993	70,000	42,007	39.99
100-000-46020	Residential Rent Revenue	0	8,792	30,000	21,208	29.31
100-000-46021	Property Lease or Rent	1,409	1,409	78,000	76,591	1.81
100-000-46023	Building Lease	3,735	16,327	32,000	15,673	51.02
100-000-46024	Property Tax-Property Lease	0	0	6,000	6,000	.00
100-000-46027	Utilities-Property Lease	0	0	19,000	19,000	.00
100-000-46028	Room Rental	275	275	120	(155)	229.17
100-000-46055	Refunds	0	0	200	200	.00
100-000-46057	Miscellaneous	5,682	5,682	1,000	(4,682)	568.20
100-000-47300	Parks Grant	0	100,000	486,000	386,000	20.58
100-000-48000	Interest	15	15,462	20,000	4,538	77.31
Total General Fund Revenue:		102,038	2,015,421	3,364,820	1,349,399	59.90
<b>Transfers In</b>						
100-000-49530	Transfer from SDC Fund	0	0	180,000	180,000	.00
Total Transfers In:		0	0	180,000	180,000	.00
<b>City Administration</b>						
<b>General Fund Administrative</b>						
100-100-50010	City Administrator	7,544	37,722	87,988	50,267	42.87
100-100-50016	Utility/Court Clerk	221	1,092	2,324	1,232	46.99
100-100-50018	Finance Clerk	830	4,024	9,125	5,101	44.10
100-100-50050	PW Superint/Asst City Manager	0	0	2,344	2,344	.00
100-100-51010	Employee Health Ins Benefits	1,116	8,000	21,518	13,518	37.18
100-100-51020	Retirement Benefits	2,398	7,196	28,326	21,129	25.40
100-100-51030	Employment Taxes	637	4,446	13,690	9,244	32.48
100-100-52002	Materials & Supplies	0	0	250	250	.00
100-100-52010	Miscellaneous	0	0	500	500	.00
100-100-52013	Travel and Training	0	0	2,000	2,000	.00
100-100-52016	Audit	1,000	5,000	28,940	23,940	17.28
100-100-52017	City Attorney	0	0	15,000	15,000	.00
100-100-52018	Planning Consultant	0	0	30,000	30,000	.00
100-100-52019	Contract Service	2,285	16,121	74,800	58,679	21.55
100-100-52020	Development Engineering	11,463	23,854	70,000	46,146	34.08
100-100-52031	Urban Renewal Development	0	0	55,000	55,000	.00

Account Number	Title	2025-25 Current year Period Actual	2025-25 Current year Actual	2025-26 Current year Budget	2025-25 Current year Remaining	2025-25 Current year Percent
100-100-52101	Banking Charges	27	94	0	(94)	.00
100-100-52103	Insurance	0	3,462	3,150	(312)	109.89
100-100-52106	Mileage	0	0	250	250	.00
Total General Fund Administrative:		27,522	111,010	445,206	334,196	24.93
Total City Administration:		27,522	111,010	445,205	334,196	24.93
<b>Public Safety</b>						
<b>General Fund Public Safety</b>						
100-200-50010	City Administrator	686	3,429	7,999	4,570	42.87
100-200-51010	Employee Health Ins Benefits	(179)	899	1,585	686	56.73
100-200-51020	Retirement Benefits	240	720	2,278	1,559	31.59
100-200-51030	Employment Taxes	50	353	1,076	723	32.83
100-200-52019	Contract Service	11,637	21,207	50,948	29,741	41.62
100-200-52103	Insurance	0	6,319	6,300	(19)	100.31
Total General Fund Public Safety:		12,434	32,928	70,186	37,258	46.92
Total Public Safety:		12,434	32,928	70,186	37,258	46.92
<b>Parks and Recreation</b>						
<b>GF Parks &amp; Recreation</b>						
100-300-50052	Utility Worker III	1,063	5,083	12,014	6,931	42.31
100-300-50055	Operator	1,230	5,884	13,907	8,023	42.31
100-300-50058	Utility Worker I	0	2,150	3,803	1,653	56.54
100-300-51010	Employee Health Ins Benefits	611	3,678	8,855	5,177	41.53
100-300-51020	Retirement Benefits	1,079	3,238	8,465	5,227	38.25
100-300-51030	Employment Taxes	206	1,929	3,998	2,069	48.24
100-300-52002	Materials & Supplies	0	520	750	230	69.30
100-300-52012	Maintenance - Bldg & Parks	0	266	1,000	734	26.57
100-300-52013	Travel and Training	0	0	500	500	.00
100-300-52014	Vehicle Fuel & Maintenance	13	387	2,500	2,113	15.48
100-300-52019	Contract Service	0	0	800	800	.00
100-300-52022	Equipment Maintenance	0	0	5,000	5,000	.00
100-300-52023	Equipment Rental/Lease	0	0	100	100	.00
100-300-52025	Small Equipment Purchase	0	0	4,200	4,200	.00
100-300-52030	Miscellaneous	0	0	100	100	.00
100-300-52103	Insurance	0	3,325	3,150	(175)	105.56
100-300-52106	Mileage	0	0	100	100	.00
100-300-52108	Postage	0	0	75	75	.00
100-300-52109	Utilities	40	244	750	506	32.51
100-300-52111	Parks-Events	0	2,607	5,500	2,893	47.41
100-300-52112	Parks - Youth Activities	0	5,054	6,500	1,446	77.76
Total GF Parks & Recreation:		4,242	34,364	82,067	47,703	41.87
<b>Capital Outlay</b>						
100-300-53001	Improvements - Bldg & Parks	0	286	2,000	1,714	14.30
100-300-53002	Equipment Purchase	0	2,767	3,000	233	92.23
100-300-53003	Museum Infrastructure Cap Outl	0	50,000	50,000	0	100.00

Account Number	Title	2025-25 Current year Period Actual	2025-25 Current year Actual	2025-25 Current year Budget	2025-25 Current year Remaining	2025-25 Current year Percent
<b>Total Capital Outlay:</b>		0	53,053	55,000	1,947	96.46
<b>GF Parks &amp; Recreation</b>						
100-300-53004	CapOutlay-ParkPavillon,Path,BR	18,085	72,996	601,000	528,004	12.15
<b>Total GF Parks &amp; Recreation:</b>		18,085	72,996	601,000	528,004	12.15
<b>Capital Outlay</b>						
100-300-53005	Wetlands to City Hall Trail	0	0	65,000	65,000	.00
<b>Total Capital Outlay:</b>		0	0	65,000	65,000	.00
<b>Transfers Out</b>						
100-300-55600	Transfer to Reserve Fund	0	0	5,000	5,000	.00
<b>Total Transfers Out:</b>		0	0	5,000	5,000	.00
<b>Total Parks and Recreation:</b>		22,327	160,413	808,067	647,654	19.85
<b>Non-departmental</b>						
<b>General Fund Non-Departmental</b>						
100-900-52002	Materials & Supplies	0	634	10,000	9,366	6.34
100-900-52010	Legal Notices	0	0	3,000	3,000	.00
100-900-52012	Maintenance - Bldg & Parks	2,300	3,643	10,000	6,357	36.43
100-900-52014	Vehicle Fuel & Maintenance	212	215	1,500	1,285	14.34
100-900-52015	Security Alarm	0	0	10,800	10,800	.00
100-900-52016	Audit	125	625	14,418	13,793	4.34
100-900-52017	City Attorney	1,969	3,894	10,000	6,106	38.94
100-900-52019	Contract Service	1,086	16,015	30,600	14,585	52.34
100-900-52020	Engineering Consultant	0	537	7,500	6,963	7.16
100-900-52021	Transit	0	0	25,000	25,000	.00
100-900-52022	Equipment Maintenance	0	0	1,500	1,500	.00
100-900-52023	Equipment Rental/Lease	131	655	2,000	1,345	32.75
100-900-52024	Security Alarm	0	105	1,500	1,395	7.03
100-900-52025	Small Equipment Purchase	0	0	7,000	7,000	.00
100-900-52030	Miscellaneous	0	0	1,000	1,000	.00
100-900-52031	CERT Expenditures	0	0	5,000	5,000	.00
100-900-52101	Banking Charges	274	1,482	750	(732)	197.54
100-900-52102	Dues	0	9,469	7,500	(1,969)	126.26
100-900-52103	Insurance	0	13,423	15,750	2,327	85.23
100-900-52108	Postage	0	1,957	5,750	3,793	34.04
100-900-52109	Utilities	2,782	3,992	4,200	208	95.05
100-900-52110	Telephones	40	795	4,600	3,805	17.27
100-900-52111	Mayor & Council Expenses	0	0	1,000	1,000	.00
100-900-52113	Election Fees	0	0	1,000	1,000	.00
100-900-52114	Software Hosting Fees	3,337	7,052	6,300	(752)	111.94
100-900-52115	Tangent Expenditures	0	41,566	125,000	83,434	33.25
100-900-52199	Property Taxes	9,089	9,089	8,700	(389)	104.47
<b>Total General Fund Non-Departmental:</b>		21,344	115,149	321,368	206,219	35.83
<b>Capital Outlay</b>						

Account Number	Title	2025-25 Current year Period Actual	2025-25 Current year Actual	2025-26 Current year Budget	2025-25 Current year Remaining	2025-25 Current year Percent
100-900-53001	Improvements - Bldg & Parks	0	16,843	45,000	28,157	37.43
100-900-53002	Equipment Purchase	0	0	15,000	15,000	.00
<b>Total Capital Outlay:</b>		<b>0</b>	<b>16,843</b>	<b>60,000</b>	<b>43,157</b>	<b>28.07</b>
<b>Transfers Out</b>						
100-900-55500	Transfer to Water Fund	0	0	9,577	9,577	.00
100-900-55530	Transfer to SDC Fund	0	0	77,861	77,861	.00
<b>Total Transfers Out:</b>		<b>0</b>	<b>0</b>	<b>87,438</b>	<b>87,438</b>	<b>.00</b>
<b>Total Non-departmental:</b>		<b>21,344</b>	<b>131,992</b>	<b>468,805</b>	<b>336,813</b>	<b>28.15</b>
<b>Contingency</b>						
100-998-58000	Contingency	0	0	250,000	250,000	.00
<b>Total Contingency:</b>		<b>0</b>	<b>0</b>	<b>250,000</b>	<b>250,000</b>	<b>.00</b>
<b>Ending Fund Balance</b>						
100-999-59000	Reserve for Future Expenditure	0	0	83,192	83,192	.00
100-999-59001	Set-aside State Shad Rev Proj	0	0	1,419,363	1,419,363	.00
<b>Total Ending Fund Balance:</b>		<b>0</b>	<b>0</b>	<b>1,502,556</b>	<b>1,502,556</b>	<b>.00</b>
<b>General Fund Revenue Total:</b>		<b>102,038</b>	<b>2,015,421</b>	<b>3,544,820</b>	<b>1,529,399</b>	<b>56.86</b>
<b>General Fund Expenditure Total:</b>		<b>83,627</b>	<b>436,344</b>	<b>3,544,820</b>	<b>3,108,476</b>	<b>12.31</b>
<b>Total General Fund:</b>		<b>18,411</b>	<b>1,579,077</b>	<b>0</b>	<b>(1,579,077)</b>	<b>.00</b>

Account Number	Title	2025-25 Current year Period Actual	2025-25 Current year Actual	2025-26 Current year Budget	2025-25 Current year Remaining	2025-25 Current year Percent
<b>Street Fund</b>						
<b>Street Fund Revenue</b>						
200-000-40000	Beginning Fund Balance	0	365,585	250,000	(115,585)	146.23
200-000-41040	Highway Apportionment	0	27,707	105,000	77,293	26.39
200-000-46057	Miscellaneous	0	0	200	200	.00
200-000-48000	Interest	0	4,787	3,000	(1,787)	159.57
Total Street Fund Revenue:		0	398,079	358,200	(39,879)	111.13
<b>Public Works - Streets</b>						
<b>Public Works - Streets</b>						
200-410-50010	City Administrator	343	1,715	3,999	2,284	42.88
200-410-50016	Utility clerk	74	364	775	411	46.99
200-410-50018	Finance Clerk	277	1,341	3,042	1,701	44.10
200-410-50050	Public Works Supervisor	829	3,967	9,377	5,410	42.31
200-410-50052	Utility Worker III	266	1,271	3,003	1,732	42.31
200-410-50055	Operator I	308	1,471	3,477	2,006	42.30
200-410-50058	Utility Worker I	0	538	951	413	56.52
200-410-51010	Employee Health Ins Benefits	377	3,023	6,510	3,487	46.44
200-410-51020	Retirement Benefits	599	1,799	6,792	4,993	26.49
200-410-51030	Employment Taxes	168	1,298	3,312	2,014	39.19
200-410-52002	Materials & Supplies	0	0	1,200	1,200	.00
200-410-52011	System Maintenance & Repair	0	0	10,000	10,000	.00
200-410-52016	Audit	188	938	5,426	4,489	17.28
200-410-52019	Contract Service	428	3,023	6,600	3,577	45.80
200-410-52020	Engineering Consultant	0	0	6,000	6,000	.00
200-410-52023	Equipment Rental/Lease	0	0	250	250	.00
200-410-52024	Street Sweeping	1,200	1,200	10,000	8,800	12.00
200-410-52030	Miscellaneous	0	0	100	100	.00
200-410-52103	Insurance	0	2,760	6,300	3,540	43.81
200-410-52109	Utilities	1,854	8,877	14,500	5,623	61.22
200-410-52114	Software Hosting Fees	101	603	1,200	597	50.25
Total Public Works - Streets:		7,011	34,187	102,615	68,628	33.25
<b>Capital Outlay</b>						
200-410-53001	Street Improvements	2,438	6,853	50,000	43,147	13.71
200-410-53002	Equipment Purchase	0	0	3,000	3,000	.00
Total Capital Outlay:		2,438	6,853	53,000	46,147	12.93
<b>Transfers Out</b>						
200-410-55600	Transfer to Reserve Fund	0	0	250	250	.00
Total Transfers Out:		0	0	250	250	.00
Total Public Works - Streets:		9,448	41,040	156,065	115,025	26.30
<b>Contingency</b>						
200-998-58000	Contingency	0	0	125,000	125,000	.00

Account Number	Title	2025-25 Current year Period Actual	2025-25 Current year Actual	2025-25 Current year Budget	2025-25 Current year Remaining	2025-25 Current year Percent
	Total Contingency:	0	0	125,000	125,000	.00
<b>Ending Fund Balance</b>						
200-999-59000	Reserve for Future Expenditure	0	0	77,135	77,135	.00
	Total Ending Fund Balance:	0	0	77,135	77,135	.00
	Street Fund Revenue Total:	0	398,079	358,200	(39,879)	111.13
	Street Fund Expenditure Total:	9,448	41,040	358,200	317,160	11.46
	Total Street Fund:	(9,448)	357,039	0	(357,039)	.00

Account Number	Title	2025-25 Current year Period Actual	2025-25 Current year Actual	2025-26 Current year Budget	2025-25 Current year Remaining	2025-25 Current year Percent
<b>Water Fund</b>						
<b>Water Fund - Revenue</b>						
500-000-40000	Beginning Fund Balance	0	506,806	204,853	(301,953)	247.40
500-000-42020	New Connections	0	2,500	20,000	17,500	12.50
500-000-42032	Water Metered Fees	54,253	330,414	720,228	389,813	45.88
500-000-42033	Backflow Inspection Fees	641	3,140	0	(3,140)	.00
500-000-42035	Reconnect Fees	0	0	500	500	.00
500-000-42036	Water Outside Assessments	5,760	41,667	70,000	28,333	59.52
500-000-42045	Utility Deposit	517	2,202	4,000	1,798	55.04
500-000-46030	Fees - Other	1,050	3,240	500	(2,740)	648.00
500-000-46055	Refunds	0	0	1,000	1,000	.00
500-000-46057	Miscellaneous	170	2,075	4,500	2,425	46.11
500-000-48000	Interest	0	4,028	5,000	972	80.56
Total Water Fund - Revenue:		62,392	896,072	1,030,580	134,508	86.95
<b>Transfers In</b>						
500-000-49100	Transfer in from General Fund	0	0	9,577	9,577	.00
500-000-49600	Transfer from Reserve	0	0	80,000	80,000	.00
Total Transfers In:		0	0	89,577	89,577	.00
<b>Public Works - Water</b>						
<b>Water Fund Expenditures</b>						
500-420-50010	City Administrator	2,743	13,717	31,996	18,279	42.87
500-420-50016	Utility/Court Clerk	735	3,640	7,748	4,108	46.99
500-420-50018	Finance Clerk	2,768	13,410	30,416	17,006	44.09
500-420-50050	Public Works Supervisor	4,977	23,802	53,917	30,115	44.15
500-420-50052	Utility Worker III	2,923	13,978	33,037	19,059	42.31
500-420-50055	Operator I	3,076	14,709	38,245	23,536	38.46
500-420-50058	Utility Worker I	0	5,913	10,459	4,546	56.53
500-420-51010	Employee Health Ins Benefits	3,550	27,665	55,799	28,134	49.58
500-420-51020	Retirement Benefits	5,036	15,112	56,410	41,299	26.79
500-420-51030	Employment Taxes	1,401	11,090	27,682	16,593	40.06
500-420-52001	Chemicals	0	9,026	20,000	10,974	45.13
500-420-52002	Materials & Supplies	0	1,840	8,314	6,474	22.13
500-420-52010	Publications-Legal Notices	0	0	100	100	.00
500-420-52011	System Maintenance & Repair	99,500	112,639	50,000	(62,639)	225.28
500-420-52013	Travel and Training	0	0	3,779	3,779	.00
500-420-52014	Vehicle Fuel & Maintenance	3,547	6,592	10,000	3,408	65.92
500-420-52016	Audit	500	2,500	14,470	11,970	17.28
500-420-52019	Contract Service	4,810	36,113	17,600	(18,513)	205.19
500-420-52020	Engineering Consultant	0	0	25,194	25,194	.00
500-420-52022	Equipment Maintenance	0	0	17,000	17,000	.00
500-420-52023	Equipment Rental/Lease	0	0	3,000	3,000	.00
500-420-52025	Small Equipment Purchase	0	0	25,000	25,000	.00
500-420-52030	Miscellaneous	0	0	2,000	2,000	.00
500-420-52101	Banking Charges	274	1,068	3,200	2,132	33.38
500-420-52102	Dues	0	3,675	3,200	(475)	114.84
500-420-52103	Insurance	0	12,600	12,600	0	100.00
500-420-52104	Lab Analysis	0	135	3,646	3,511	3.70
500-420-52105	Refunds-Utility Deposit	76	637	2,846	2,208	22.38
500-420-52107	Permits	195	195	5,600	5,405	3.48

Account Number	Title	2025-25 Current year Period Actual	2025-25 Current year Actual	2025-26 Current year Budget	2025-25 Current year Remaining	2025-25 Current year Percent
500-420-52108	Postage	0	0	650	650	.00
500-420-52109	Utilities	3,029	13,910	25,000	11,090	55.64
500-420-52110	Telephones	141	702	1,200	498	58.54
500-420-52114	Software Hosting Fees	905	5,427	10,000	4,573	54.27
500-420-52115	Debt Issuance Costs	0	0	6,763	6,763	.00
<b>Total Water Fund Expenditures:</b>		<b>140,184</b>	<b>350,093</b>	<b>616,871</b>	<b>266,778</b>	<b>56.75</b>
<b>Capital Outlay</b>						
500-420-53001	Equipment Purchase	0	12,451	53,000	40,549	23.49
500-420-53500	Water System Improvements	19,587	68,456	154,500	86,044	44.31
<b>Total Capital Outlay:</b>		<b>19,587</b>	<b>80,907</b>	<b>207,500</b>	<b>126,593</b>	<b>38.99</b>
<b>Debt Service</b>						
500-420-54005	IFA Loan Payment	139,013	139,013	139,013	0	100.00
500-420-54006	IFA Loan - Safe Drinking Water	0	0	20,240	20,240	.00
<b>Total Debt Service:</b>		<b>139,013</b>	<b>139,013</b>	<b>159,253</b>	<b>20,240</b>	<b>87.29</b>
<b>Total Public Works - Water:</b>		<b>298,783</b>	<b>570,013</b>	<b>983,624</b>	<b>413,611</b>	<b>57.95</b>
<b>Contingency</b>						
500-998-58000	Contingency	0	0	100,000	100,000	.00
<b>Total Contingency:</b>		<b>0</b>	<b>0</b>	<b>100,000</b>	<b>100,000</b>	<b>.00</b>
<b>Ending Fund Balance</b>						
500-999-59000	Reserve for Future Expenditure	0	0	36,533	36,533	.00
<b>Total Ending Fund Balance:</b>		<b>0</b>	<b>0</b>	<b>36,533</b>	<b>36,533</b>	<b>.00</b>
<b>Water Fund Revenue Total:</b>		<b>62,392</b>	<b>896,072</b>	<b>1,120,157</b>	<b>224,085</b>	<b>80.00</b>
<b>Water Fund Expenditure Total:</b>		<b>298,783</b>	<b>570,013</b>	<b>1,120,157</b>	<b>550,144</b>	<b>50.89</b>
<b>Total Water Fund:</b>		<b>(236,391)</b>	<b>326,059</b>	<b>0</b>	<b>(326,059)</b>	<b>.00</b>

Account Number	Title	2025-25 Current year Period Actual	2025-25 Current year Actual	2025-26 Current year Budget	2025-25 Current year Remaining	2025-25 Current year Percent
<b>Wastewater Fund</b>						
<b>Wastewater Fund Revenue</b>						
510-000-40000	Beginning Fund Balance	0	737,863	450,000	(287,863)	163.97
510-000-41100	Tangent Contract	0	0	40,000	40,000	.00
510-000-42039	Wastewater Fees	36,737	186,098	449,516	263,418	41.40
510-000-46057	Miscellaneous	0	0	1,000	1,000	.00
510-000-47000	FEMA Region 10 Grant ER Power	0	0	245,753	245,753	.00
510-000-48000	Interest	0	2,410	5,000	2,590	48.21
Total Wastewater Fund Revenue:		36,737	926,372	1,191,269	264,897	77.76
<b>Debt Proceeds</b>						
510-000-49012	2020 Wastewater Loan	0	0	600,000	600,000	.00
Total Debt Proceeds:		0	0	600,000	600,000	.00
<b>Public Works - Wastewater</b>						
<b>Wastewater Fund Expenditures</b>						
510-430-50010	City Administrator	2,058	10,288	23,997	13,709	42.87
510-430-50016	Utility/Court Clerk	405	2,002	4,261	2,259	46.99
510-430-50018	Finance Clerk	1,522	7,377	16,729	9,352	44.09
510-430-50050	Public Works Supervisor	2,074	9,918	23,442	13,524	42.31
510-430-50052	Utility Worker III	797	3,812	9,010	5,198	42.31
510-430-50055	Operator I	1,230	5,884	10,430	4,546	56.41
510-430-50058	Utility Worker I	0	1,613	2,852	1,239	56.54
510-430-51010	Employee Health Ins Benefits	1,424	11,725	23,657	11,932	49.56
510-430-51020	Retirement Benefits	2,158	6,476	24,624	18,148	26.30
510-430-51030	Employment Taxes	639	4,875	12,202	7,327	39.96
510-430-52001	Chemicals	1,221	2,552	19,800	17,248	12.89
510-430-52002	Materials & Supplies	0	200	3,500	3,300	5.71
510-430-52010	Publications-Legal Notices	0	0	250	250	.00
510-430-52011	System Maintenance & Repair	0	4,690	55,000	50,310	8.53
510-430-52013	Travel and Training	0	0	1,000	1,000	.00
510-430-52014	Vehicle Fuel & Maintenance	901	2,542	3,300	758	77.04
510-430-52016	Audit	500	2,500	14,470	11,970	17.28
510-430-52019	Contract Service	1,143	8,061	17,600	9,539	45.80
510-430-52020	Engineering Consultant	0	0	60,000	60,000	.00
510-430-52022	Equipment Maintenance	0	0	2,000	2,000	.00
510-430-52025	Equipment purchase	0	0	2,000	2,000	.00
510-430-52030	Miscellaneous	0	0	1,000	1,000	.00
510-430-52101	Banking Charges	274	1,068	2,000	932	53.40
510-430-52102	Dues	0	0	100	100	.00
510-430-52103	Insurance	0	11,166	12,600	1,434	88.62
510-430-52104	Lab Analysis	0	0	4,000	4,000	.00
510-430-52105	Refunds-Utility Deposit	51	424	0	(424)	.00
510-430-52106	Mileage	0	0	500	500	.00
510-430-52107	Permits	0	0	2,200	2,200	.00
510-430-52108	Postage	0	0	550	550	.00
510-430-52109	Utilities	678	3,931	15,000	11,069	26.21
510-430-52110	Telephones	100	498	2,500	2,002	19.94
510-430-52114	Software Hosting Fees	302	1,809	3,300	1,491	54.82
Total Wastewater Fund Expenditures:		17,474	103,411	373,874	270,463	27.66
<b>Capital Outlay</b>						

Account Number	Title	2025-25 Current year Period Actual	2025-25 Current year Actual	2025-26 Current year Budget	2025-25 Current year Remaining	2025-25 Current year Percent
510-430-53002	Equipment Purchase	0	12,451	270,000	257,549	4.61
510-430-53005	Wastewater System Improvement	10,756	61,311	600,000	538,689	10.22
<b>Total Capital Outlay:</b>		<b>10,756</b>	<b>73,762</b>	<b>870,000</b>	<b>796,238</b>	<b>8.48</b>
<b>Wastewater Fund Expenditures</b>						
510-430-54005	2020 WW Treatment Plant Loan	191,743	191,743	135,000	(56,743)	142.03
<b>Total Wastewater Fund Expenditures:</b>		<b>191,743</b>	<b>191,743</b>	<b>135,000</b>	<b>(56,743)</b>	<b>142.03</b>
<b>Transfers Out</b>						
510-430-55600	Transfer to Reserve Fund	0	0	1,000	1,000	.00
<b>Total Transfers Out:</b>		<b>0</b>	<b>0</b>	<b>1,000</b>	<b>1,000</b>	<b>.00</b>
<b>Total Public Works - Wastewater:</b>		<b>219,973</b>	<b>368,916</b>	<b>1,379,874</b>	<b>1,010,958</b>	<b>26.74</b>
<b>Contingency</b>						
510-998-58000	Contingency	0	0	150,000	150,000	.00
<b>Total Contingency:</b>		<b>0</b>	<b>0</b>	<b>150,000</b>	<b>150,000</b>	<b>.00</b>
<b>Ending Fund Balance</b>						
510-999-59000	Reserve for Future Expenditure	0	0	261,395	261,395	.00
<b>Total Ending Fund Balance:</b>		<b>0</b>	<b>0</b>	<b>261,395</b>	<b>261,395</b>	<b>.00</b>
<b>Wastewater Fund Revenue Total:</b>		<b>36,737</b>	<b>926,372</b>	<b>1,791,269</b>	<b>864,897</b>	<b>51.72</b>
<b>Wastewater Fund Expenditure Total:</b>		<b>219,973</b>	<b>368,916</b>	<b>1,791,269</b>	<b>1,422,353</b>	<b>20.60</b>
<b>Total Wastewater Fund:</b>		<b>(183,236)</b>	<b>557,456</b>	<b>0</b>	<b>(557,456)</b>	<b>.00</b>

Account Number	Title	2025-25 Current year Period Actual	2025-25 Current year Actual	2025-26 Current year Budget	2025-25 Current year Remaining	2025-25 Current year Percent
<b>Storm Drain Fund</b>						
<b>Storm Drain Revenue</b>						
520-000-40000	Beginning Fund Balance	0	66,747	50,000	(16,747)	133.49
520-000-42040	Storm Drain Fees	3,354	16,939	40,000	23,061	42.35
520-000-46057	Miscellaneous	0	0	200	200	.00
520-000-48000	Interest	0	621	0	(621)	.00
Total Storm Drain Revenue:		3,354	84,308	90,200	5,892	93.47
<b>Public Works - Storm Drain</b>						
<b>Storm Drain Expenditures</b>						
520-440-50010	City Administrator	343	1,715	3,999	2,284	42.88
520-440-50016	Utility/Court Clerk	37	182	388	206	46.96
520-440-50018	Finance Clerk	138	671	1,521	850	44.10
520-440-50050	Public Works Supervisor	415	1,984	4,688	2,704	42.31
520-440-50052	Utility Worker III	266	1,271	3,003	1,732	42.31
520-440-50055	Operator I	308	1,471	3,477	2,006	42.30
520-440-50058	Utility Worker I	0	538	951	413	56.52
520-440-51010	Employee Health Ins Benefits	303	2,638	4,758	2,120	55.45
520-440-51020	Retirement Benefits	480	1,439	5,024	3,585	28.65
520-440-51030	Employment Taxes	122	978	2,425	1,446	40.34
520-440-52002	Materials & Supplies	0	0	75	75	.00
520-440-52011	System Maintenance & Repair	0	0	1,500	1,500	.00
520-440-52014	Vehicle Fuel & Maintenance	0	0	220	220	.00
520-440-52016	Audit	188	938	5,426	4,489	17.28
520-440-52019	Contract Service	428	3,023	6,600	3,577	45.80
520-440-52023	Equipment Rental/Lease	0	0	220	220	.00
520-440-52101	Banking Charges	93	358	250	(108)	143.11
520-440-52103	Insurance	0	2,535	3,150	615	80.48
520-440-52114	Software Hosting Fees	101	603	1,200	597	50.25
Total Storm Drain Expenditures:		3,220	20,342	48,874	28,532	41.62
<b>Transfers Out</b>						
520-440-55600	Transfer to Reserve Fund	0	0	250	250	.00
Total Transfers Out:		0	0	250	250	.00
Total Public Works - Storm Drain:		3,220	20,342	49,124	28,782	41.41
<b>Contingency</b>						
520-998-58000	Contingency	0	0	25,000	25,000	.00
Total Contingency:		0	0	25,000	25,000	.00
<b>Ending Fund Balance</b>						
520-999-59000	Reserve for Future Expenditure	0	0	16,076	16,076	.00
Total Ending Fund Balance:		0	0	16,076	16,076	.00
Storm Drain Fund Revenue Total:		3,354	84,308	90,200	5,892	93.47
Storm Drain Fund Expenditure Total:		3,220	20,342	90,200	69,858	22.55
Total Storm Drain Fund:		134	63,966	0	(63,966)	.00

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Account Number	Title	2025-25 Current year Period Actual	2025-25 Current year Actual	2025-26 Current year Budget	2025-25 Current year Remaining	2025-25 Current year Percent
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Account Number	Title	2025-25 Current year Period Actual	2025-25 Current year Actual	2025-26 Current year Budget	2025-25 Current year Remaining	2025-25 Current year Percent
<b>System Development Fund</b>						
<b>System Development Fund Revenue</b>						
530-000-40000	Beginning Fund Balance	0	1,993,548	1,470,657	(522,891)	135.55
530-000-42141	Park	0	4,960	230,600	225,640	2.15
530-000-42142	Street Imp.	0	28,825	242,120	213,295	11.91
530-000-42143	Water Imp.	0	39,275	125,400	86,125	31.32
530-000-42144	WW Imp.	0	17,175	12,200	(4,975)	140.78
530-000-42145	Storm Drain Fees	0	1,525	39,680	38,155	3.84
530-000-46030	Fees - Other	0	4,100	32,800	28,700	12.50
530-000-48000	Interest	0	20,251	25,000	4,749	81.00
Total System Development Fund Revenue:		0	2,109,659	2,178,457	66,798	96.84
<b>Transfers In</b>						
530-000-49100	Transfer in from General Fund	0	0	77,861	77,861	.00
Total Transfers In:		0	0	77,861	77,861	.00
<b>Ending Fund Balance</b>						
<b>Transfers Out</b>						
530-100-55100	Transfer to General Fund	0	0	180,000	180,000	.00
Total Transfers Out:		0	0	180,000	180,000	.00
Total Ending Fund Balance:		0	0	180,000	180,000	.00
<b>Ending Fund Balance</b>						
530-999-59000	Reserve for Future Expenditure	0	0	2,076,318	2,076,318	.00
Total Ending Fund Balance:		0	0	2,076,318	2,076,318	.00
System Development Fund Revenue Total:		0	2,109,659	2,256,318	146,659	93.50
System Development Fund Expenditure Total:		0	0	2,256,318	2,256,318	.00
Total System Development Fund:		0	2,109,659	0	(2,109,659)	.00

Account Number	Title	2025-25 Current year Period Actual	2025-25 Current year Actual	2025-26 Current year Budget	2025-25 Current year Remaining	2025-25 Current year Percent
<b>Reserve Fund</b>						
600-000-40000	Beginning Fund Balance	0	157,502	133,800	(23,702)	117.71
<b>Reserve Fund Revenue</b>						
600-000-48000	Interest	0	1,551	0	(1,551)	.00
Total Reserve Fund Revenue:		0	1,551	0	(1,551)	.00
<b>Transfers In</b>						
600-000-49100	Transfer from General Fund	0	0	5,000	5,000	.00
600-000-49200	Transfer from Street Fund	0	0	250	250	.00
600-000-49500	Transfer from Water Fund	0	0	1,000	1,000	.00
600-000-49520	Transfer from Storm Drain Fund	0	0	250	250	.00
Total Transfers In:		0	0	6,500	6,500	.00
<b>Non-departmental</b>						
<b>Transfers Out</b>						
600-900-55100	Transfer to General Fund	0	0	80,000	80,000	.00
Total Transfers Out:		0	0	80,000	80,000	.00
Total Non-departmental:		0	0	80,000	80,000	.00
<b>Ending Fund Balance</b>						
600-999-59000	Reserve for Future Expenditure	0	0	60,300	60,300	.00
Total Ending Fund Balance:		0	0	60,300	60,300	.00
Reserve Fund Revenue Total:		0	159,054	140,300	(18,754)	113.37
Reserve Fund Expenditure Total:		0	0	140,300	140,300	.00
Total Reserve Fund:		0	159,054	0	(159,054)	.00
Total Asset:		0	0	0	0	.00
Total Liability:		0	0	0	0	.00
Total Equity:		0	0	0	0	.00
Total Revenue:		204,520	6,588,964	9,301,264	2,712,300	70.84
Total Expenditure:		615,051	1,436,655	9,301,264	7,864,609	15.45
Grand Revenue Total:		204,520	6,588,964	9,301,264	2,712,300	70.84
Grand Expenditure Total:		615,051	1,436,655	9,301,264	7,864,609	15.45
Grand Totals:		(410,531)	5,152,309	0	(5,152,309)	.00



Client Services  
 OREGON STATE TREASURY PO Box 11760  
 Harrisburg, PA 17108-1760

**ADAIR VILLAGE CITY OF**

**ACCOUNT STATEMENT**

For the Month Ending  
**November 30, 2025**

**Client Management Team**

**Jeremy King**

Key Account Manager  
 213 Market Street  
 Harrisburg, PA 17101-2141  
 1-855-678-5447 (1-855-OST-LGIP)  
 kingj@pfnam.com

**Rachael Miller**

Client Consultant  
 213 Market Street  
 Harrisburg, PA 17101-2141  
 1-855-678-5447 (1-855-OST-LGIP)  
 miller@pfnam.com

**DeWayne Fields**

Client Service Representative  
 213 Market Street  
 Harrisburg, PA 17101-2141  
 1-855-678-5447 (1-855-OST-LGIP)  
 fieldsd@pfnam.com

**Contents**

Cover/Disclosures  
 Summary Statement  
 Individual Accounts

**Accounts included in Statement**

4333                      ADAIR VILLAGE CITY OF

**Important Messages**

Oregon LGIP will be closed on 12/25/2025 for Christmas Day.  
 Oregon LGIP will be closed on 01/01/2026 for New Years Day.

ADAIR VILLAGE CITY OF  
 PAT HARE  
 6030 WILLIAM R CARR AVE  
 ADAIR VILLAGE, OR 97330

**Online Access**    [www.oregon.gov/lcip](http://www.oregon.gov/lcip)    **Customer Service**    1-855-678-5447





**Account Statement - Transaction Summary**

For the Month Ending **November 30, 2025**

ADAIR VILLAGE CITY OF - ADAIR VILLAGE CITY OF - 4333

Oregon LGIP		Asset Summary	
		November 30, 2025	October 31, 2025
Opening Balance	5,240,740.79		5,240,740.79
Purchases	310,173.90	5,350,914.59	
Redemptions	(200,000.10)		
<b>Closing Balance</b>	<b>\$5,350,914.59</b>	<b>\$5,350,914.59</b>	<b>\$5,240,740.79</b>
Dividends	18,866.62		





**Account Statement**

For the Month Ending **November 30, 2025**

ADAIR VILLAGE CITY OF - ADAIR VILLAGE CITY OF - 4333

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Opening Balance</b>					
11/03/25	11/03/25	LGIP Fees - Received ACH (1 @ \$0.10 - From 4333) - October 2025	1.00	(0.10)	5,240,740.69
11/07/25	11/07/25	SFMS Fr:OLCC 70OLCC Tax (Liquor)	1.00	1,040.03	5,241,780.72
11/07/25	11/07/25	Redemption - ACH Redemption	1.00	(200,000.00)	5,041,780.72
11/14/25	11/14/25	Transfer from BENTON COUNTY - BENTON COUNTY FINANCE DEPT	1.00	24,776.77	5,066,557.49
11/14/25	11/14/25	Transfer from BENTON COUNTY - BENTON COUNTY FINANCE DEPT	1.00	48,787.67	5,115,345.16
11/18/25	11/18/25	ODOT - ODOT PYMNT	1.00	9,780.25	5,125,125.41
11/19/25	11/19/25	SFMS Fr:Administrative Services, Dept 70City Cigarette Tax	1.00	64.28	5,125,189.69
11/19/25	11/19/25	SFMS Fr:Administrative Services, Dept 70Revenue Sharing Tax	1.00	3,087.74	5,128,277.43
11/21/25	11/21/25	Transfer from BENTON COUNTY - BENTON COUNTY FINANCE DEPT	1.00	141,148.89	5,269,426.32
11/26/25	11/26/25	Transfer from BENTON COUNTY - BENTON COUNTY FINANCE DEPT	1.00	62,621.65	5,332,047.97
11/28/25	12/01/25	Accrual Income Div Reinvestment - Distributions	1.00	18,866.62	5,350,914.59



**Account Statement**

For the Month Ending **November 30, 2025**

ADAIR VILLAGE CITY OF - ADAIR VILLAGE CITY OF - 4333

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Closing Balance</b>					
		Month of November			
		Fiscal YTD July-November			
Opening Balance		5,240,740.79		5,350,914.59	
Purchases		310,173.90		5,188,131.39	
Redemptions		(200,000.10)		4.43%	
<b>Closing Balance</b>		<b>5,350,914.59</b>		<b>5,350,914.59</b>	
Dividends		18,866.62		85,946.22	





# Municipal Planning Services

Expert Solutions, Tailored to Your Land Use Needs

# Pathfinder Land Use Consulting

## **Laura LaRoque Principal Planner**

As the Principal Planner and owner of **Pathfinder Land Use Consulting, LLC**, I bring over 15 years of experience in Oregon's public and private sectors. I specialize in a wide range of land use planning projects and am committed to helping communities navigate growth while preserving their unique character.



### **What Sets My Contract Planning Services Apart**

#### **Versatile & Adaptable**

I offer a broad range of services—from land use and zoning to community outreach—ensuring every project receives personalized attention.

#### **Clear & Effective Communicator**

I make complex information accessible, ensuring open communication with residents, officials, and stakeholders.

#### **Creative Problem-Solver**

I thrive in finding innovative, practical solutions to complex issues, always ensuring that the community's unique needs and goals are met.

#### **Deep Local Knowledge**

With extensive experience in Oregon, I understand local values, history, and development needs, tailoring plans to reflect each community's character.

#### **Expert Regulatory Navigation**

I help guide municipalities through zoning laws, ordinances, and regulations to ensure smooth permitting and approval processes.

#### **Organized & Detail-Oriented**

I keep projects on track, managing timelines, documents, and communications efficiently to ensure nothing is overlooked.

#### **Skilled Project Manager**

I oversee projects from start to finish, ensuring they stay on budget, within scope, and on time.

#### **Collaborative & Relationship-Driven**

I build strong, lasting relationships with officials, residents, and developers, ensuring project success.

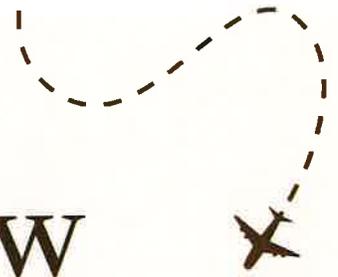
#### **Flexible & Self-Motivated**

As a solo business owner, I stay proactive and responsive, adapting to the municipality's needs.

#### **Ethical & Community-Focused**

I am committed to ethical planning practices that enhance the long-term well-being of the community.

# Services Overview



## Land Use Planning and Zoning

Analyzing and updating zoning regulations, land use policies, and comprehensive plans to promote smart, sustainable development.



## Development Review & Approval

Guiding projects through the review and approval process, ensuring compliance with local, state, and federal regulations.



## Community Engagement

Facilitating public meetings, workshops, and surveys to gather input, build consensus, and foster community involvement.

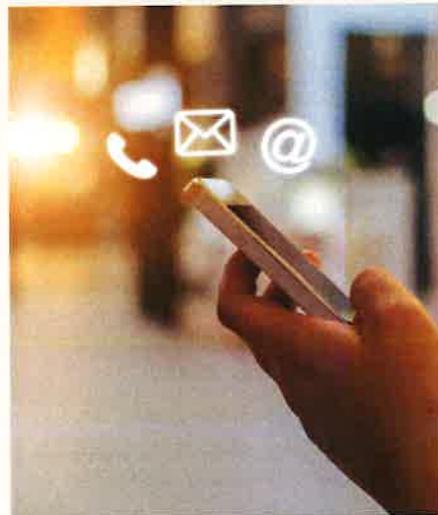
# Contact Me Today



**Ready to start planning your community's future? Whether you need guidance on land use, zoning, or master planning projects, I'm here to help.**

Laura LaRoque  
Principal Planner, Pathfinder Land Use Consulting, LLC  
Phone: (503) 501-7197  
Email: [laura@pathfinderlanduse.com](mailto:laura@pathfinderlanduse.com)  
Website: [www.pathfinderlanduse.com](http://www.pathfinderlanduse.com)

Let's work together to create thoughtful, sustainable solutions that support your community's growth and character.



# Laura LaRoque

## Planning Consultant

### Contact

450 Walnut Street  
Lebanon, OR 97355  
(503) 501-7197  
laura@pathfinderlanduse.com

### Education

Portland State University  
Portland, Oregon  
Master of Urban &  
Regional Planning

### Key Skills

Economic Development  
Community Engagement  
Project Management  
Budget Planning  
Communication  
Problem-solving

### Objective

To offer comprehensive contract land use planning services to public sector clients throughout Oregon. Current planning services include facilitating pre-application meetings, reviewing development proposals, preparing public notices and staff reports, and providing representation at public hearings. Long-range planning services encompass creating buildable lands inventories, conducting housing needs and capacity analyses, performing economic needs analyses, and developing housing production strategies. Additionally, I work closely with community members to translate their vision for the future into actionable goals, policies, and regulatory frameworks that guide sustainable growth and development.

### Experience

JULY 2020 - JANUARY 2025

**Land Use Consultant** | Udell Engineering & Land Surveying, LLC

MAY 2017 – JULY 2020

**Planner III / Historic Preservation Planner** | City of Albany

- Management of Certified Local Government Program; Administration of Historic Rehabilitation Grant Program

May 2016 – May 2017

**Associate Planner** | Mid-Willamette Council of Governments

- Contract Planner for Aumsville, Aurora, Dayton, Falls City, Hubbard, Mt. Angel

SEPTEMBER 2013 – MAY 2016

**Planning Services Manager** | City of Sweet Home

- Key Work Products: Sweet Home Livability Assessment, Sweet Home Economic Opportunities Analysis, Strawberry Park Concept Plan, Sankey Park Conceptual Redesign

DECEMBER 2012 – JUNE 2014

**Planning Intern** | Cogan Owens Greene

- Key Work Product: Preparing for a Cascadia Subduction Zone Tsunami: A Land Use Guide for Oregon Coastal Communities

APRIL 2009 – JUNE 2011

**Construction Project Manager** | Simpsonville Cotton Mill

DECEMBER 2004 – JUNE 2010

**Real Estate Agent** | Coldwell Banker Caine

**PROFESSIONAL SERVICES AGREEMENT**

**PLANNING SERVICES**

This Agreement is entered into between the City of Adair Village, a municipal corporation of the State of Oregon (“City”), and Pathfinder Land Use Consulting LLC (“Contractor”). This Agreement is made effective as of December 1, 2025 (the “Effective Date”). This Agreement may refer to the City and Contractor individually as “Party” or jointly as “Parties.”

**RECITALS**

WHEREAS, the City has a need for planning services (the “Services”); and

WHEREAS the City duly selected Contractor based on Contractor’s capability, experience, approach, compensation requirements, references and other criteria to perform the Services; and

WHEREAS, the City desires to contract with Contractor to provide the Services.

**AGREEMENT**

NOW THEREFORE, in consideration of the foregoing Recitals incorporated by this reference and the mutual promises contained in this Agreement, City and Contractor agree as follows:

**1. Term.**

The initial term of this Agreement shall be from December 1, 2025, through December 1, 2026, unless amended or sooner terminated under the provisions of this Agreement. The Agreement may be extended by mutual written agreement of the Parties or through administrative amendment authorized under this Agreement. Passage of the Agreement’s term shall not extinguish, prejudice, or limit either party’s right to enforce this Agreement with respect to any default or defect in performance that has not been corrected.

**2. Contractor’s Services.**

Contractor shall perform the Services and provide the required deliverables in accordance with the terms and conditions of this Agreement. The Services, the deliverables required to be created thereunder, and the schedule for performance are set forth in Exhibit A, Scope of Services. Any conflict between this Agreement and Contractor’s Proposal shall be resolved first in favor of this Agreement and pursuant to the order of precedence set forth herein. Contractor will use its best efforts and due diligence in its performance of the Services and will provide such personnel, materials, supplies, and equipment as are necessary to successfully provide the Services. Contractor will perform the Services in a professional manner, using the degree of care, skill, and diligence ordinarily exercised by reasonably careful professionals providing similar services under similar conditions in the State of Oregon (“Standard of Care”). All Contractor personnel and those of their subconsultants and subcontractors (collectively, “subcontractors”), if any, shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Contractor shall have all requisite permits, licenses and other authorizations necessary to provide the Services.

**3. Contractor’s Identification.**

Contractor shall provide the City with its federal identification number (EIN), as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Contractor’s Social Security number.

**4. Compensation.**

The City agrees to pay Contractor a sum not to exceed \$60,000 for satisfactory completion of all Services. Upon satisfactory completion by Contractor and City's acceptance of any tasks, milestones or other deliverables described in Exhibit A, City agrees to pay Contractor at the times and in the amount(s) set forth in this Agreement and in accordance with Exhibit A. If the Parties agree that additional Services are needed beyond those outlined in Exhibit A, the City and Contractor may amend the Agreement to increase the not-to-exceed amount.

Contractor shall submit monthly requests for payment to the City for Services performed under this Agreement. Invoices shall describe the Services performed, by whom they were performed, the number of hours worked, and shall itemize all reimbursable expenses. Contractor shall be responsible for their own meal and lodging expenses unless otherwise approved by the City. However, mileage for use of a personal vehicle for City-related business shall be reimbursed at the prevailing IRS standard mileage rate, without the need for prior written approval. Other travel-related expenses shall require advance written approval by the City. If approved, meals and incidental expenses will be reimbursed consistent with the current U.S. General Services Administration (GSA) per diem rate, and hotels and parking will be reimbursed at actual cost not to exceed the GSA daily rate. No reimbursement will be made for alcohol purchases, personal entertainment, or parking or traffic citations. Invoices submitted under this Agreement shall be deemed complete and payable unless the City provides written notice of deficiency or dispute within ten (10) business days of receipt.

The City shall make payments for undisputed Services in a timely manner, within thirty (30) days of receipt of a complete and acceptable request for payment. Requests for payment received from the Contractor pursuant to this Agreement will be reviewed and approved by the City prior to payment.

The City shall not pay compensation for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any design defects therein. The compensation contemplated in this Section shall constitute full and complete payment for said Services.

Contractor must promptly pay all sums due to subcontractors for services and reimbursable expenses after receiving payment for those services from City.

**5. Project Managers and Notice.**

The Parties designate the following individuals as their Project Managers, who are designated to send and receive any notices required under this Agreement.

<u>City's Project Manager</u>	<u>Contractor's Project Manager</u>
Pat Hare City Administrator, City of Adair Village 6030 NE William R Carr Avenue Adair Village, Oregon 97330 pat.hare@adairvillage.org	Laura LaRoque Principal Planner, Pathfinder Land Use Consulting PO Box 484 Lebanon, OR 97355 laura@pathfinderlanduse.com

Each Party shall give the other written notice of any intended change of their Project Manager. Any change to Contractor's Project Manager must be approved by the City, such approval not to be unreasonably withheld.

The Parties agree that the City relied on Contractor's provision of its Project Manager as a material inducement to enter into this Agreement. Contractor acknowledges and agrees that the City selected Contractor for award of the contract because of the special qualifications of Contractor's key personnel. Contractor shall not reassign or transfer key personnel to other duties or positions such that they are no longer available to provide City with the expertise, experience, judgment, and personal attention at the level proposed without first obtaining the City's prior written consent, which shall not be unreasonably withheld.

Unless otherwise stated in the Agreement, all notices shall be made in writing and may be given by personal delivery, first class mail, certified mail (return receipt requested), or email (read receipt requested). Mailed notices shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery.

#### **6. Project Information.**

Contractor agrees to promptly share all information related to the Services with the City and to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the Services.

The City shall coordinate communications between Contractor and third parties as appropriate to facilitate effective project delivery

#### **7. Duty to Inform.**

Contractor shall give prompt written notice to the City's Project Manager if, at any time during the performance of this Agreement, Contractor becomes aware of actual or potential problems, faults or defects in the Services, any nonconformity with the Agreement, or with any federal, state, or local law, rule, regulation, decree, or other mandate, or if Contractor has any objection to any decision or order made by the City. Contractor's duty under this Section is limited to matters within its scope of services and professional expertise as described in this Agreement and Exhibit A.

Any delay or failure on the part of the City to provide a written response to Contractor shall constitute neither agreement with nor acquiescence of the Contractor's statement or claim and shall not constitute a waiver of any of the City's rights.

#### **8. Time is of the Essence.**

Time is of the essence as to the performance of the Services under this Agreement.

#### **9. Contractor is Independent Contractor.**

Contractor is an independent contractor of the City for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Agreement. No employment or agency relationship is or is intended to be created between the City and any individual representing Contractor. Employees of Contractor and any authorized subcontractors shall perform their work under this Agreement under Contractor's sole control. Contractor hereby expressly acknowledges and agrees that as an independent contractor, Contractor is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgment by Contractor shall not affect Contractor's independent ability (or the ability of Contractor's insurer) to assert that the monetary limitations found at ORS 30.272, the immunities listed at ORS 30.265 or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS 30.300).

#### **10. Contractor Representations and Warranties.**

Contractor represents and warrants to the City that:

i. Contractor has the power, authority, ability, skills, and capacity to enter into and perform this Agreement, and when executed and delivered this Agreement shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

ii. Contractor is validly organized and exists in good standing under the laws of the State of Oregon, and Contractor is duly qualified, registered or licensed to do business in good standing in the State of Oregon.

iii. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of Contractor's owners or members that has not been obtained or (b) result in a breach or default under Contractor's organizational documents or any material agreement or instrument to which the Contractor is a party. All such required consents and approvals are in full force and effect.

iv. Contractor has complied and will continue to comply with all applicable federal, state, and local laws and regulations applicable to the performance of Contractor's obligations under this Agreement. Contractor warrants it is currently in compliance with all applicable tax laws.

v. Contractor warrants that as of the Effective Date there are no suits, actions, other proceedings, or reasonable anticipation thereof, in any judicial or quasi-judicial forum that will or may adversely affect Contractor's ability to fulfill its obligations under this Agreement. Contractor further warrants that it will immediately notify the City in writing if, during the Term of this Agreement, Contractor becomes aware of, or has reasonable anticipation of, any lawsuits, actions, or proceedings in any judicial or quasi-judicial forum that involves Contractor or any Subcontractor and that will or may adversely affect Contractor's ability to fulfill its obligations under this Agreement.

vi. Contractor, and Contractor's employees and subcontractors, if any, shall be qualified, professionally competent and duly licensed to perform the work and Services at all times during the term of this Agreement.

vii. Contractor has the skill and knowledge normally possessed by well-informed professionals in the field of land use planning and will apply that skill and knowledge diligently and in accordance with the standard of care for similar services under similar conditions.

viii. Contractor has read, understands and agrees to be bound the terms and conditions of this Agreement.

ix. Contractor prepared its Proposal for these Services independently from all other proposers, and without collusion, fraud or other dishonesty. Contractor warrants it has no present interest and shall not acquire any interest that would conflict in any manner with its duties and obligations under this Agreement.

x. Upon the City's request, Contractor shall provide the City with evidence reasonably satisfactory to the City confirming the foregoing representations and warranties. The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations and warranties that Contractor provides.

## **11. Indemnity.**

i. Contractor shall indemnify, defend and hold harmless the City, its officers, elected and appointed officials, agents, and employees, from all claims, demands, suits, and actions for all losses, damages, liabilities, costs and expenses (including all attorneys' fees and costs), to the extent caused by the negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this Agreement. Contractor shall not be obligated to indemnify the City for any claims arising solely from the negligence or willful misconduct of the City or its agents.

ii. Contractor shall be responsible for and shall indemnify the City against any federal, state, or local tax liabilities (including penalties and interest) assessed to Contractor based on the compensation paid under this Agreement. The City, as a municipal corporation of the State of Oregon, is a tax-exempt unit of local government under the laws of the State of Oregon and is not liable for any taxes imposed on Contractor's income or operations.

iii. The indemnification obligations set forth in this Section shall survive the expiration or termination of this Agreement, but only with respect to claims arising from acts or omissions that occurred during the term of this Agreement.

**12. Insurance.**

Contractor and its subcontractors shall provide the following insurance coverages against any claims that may arise from or relate to the performance of the Services. Contractor and its subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Agreement. The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from the liabilities that might arise out of the performance of the work under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and Contractor may purchase such additional insurance as they determine necessary.

i. Commercial General Liability Insurance.

- a. The policy must be in an occurrence form and include bodily injury, property damage, broad form contractual liability coverage in the following amounts:

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- b. The policy shall be endorsed to name the City of Adair Village and its elected and appointed officials, officers, agents, and employees as an additional insured with respect to liability for bodily injury, property damage, and personal and advertising injury with respect to premises, ongoing operations, products and completed operations, and liability assumed under an insured contract arising out of the activities performed by, or on behalf of, the Contractor related to this Agreement.
- c. The endorsement shall be indicated on the Certificate of Insurance, and there shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City as an additional insured.
- d. Contractor’s insurance coverage must be primary insurance and non-contributory with respect to any insurance or self-insurance carried by the City.

ii. Workers' Compensation Coverage. Contractor certifies that it has qualified for State of Oregon Workers’ Compensation coverage for all Contractor’s employees who are subject to Oregon’s Workers’ Compensation statute, either as a carrier-insured employer as provided by ORS 656.407 or as a self-insured employer. If Contractor has no employees and is exempt under ORS 656.027(7) or similar provisions, Contractor shall so certify to the City in writing. Contractor shall provide the City within ten (10) days after contract award and prior to commencing Services, a certificate of insurance evidencing coverage of all subject workers under Oregon’s Workers’ Compensation statutes insured by an insurance company satisfactory to the City, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days’ advance written notice to the City. A copy of the certificate of self-insurance issued by the State shall be provided to the City if Contractor is self-insured. To the extent permitted by law, a waiver of subrogation in favor of the City shall be included in the policy.

iii. Professional Liability (Errors and Omissions Liability). Contractor shall provide the City with evidence of professional errors and omissions liability insurance covering any damages caused by negligent acts, errors, or omissions related to the professional services and performance of duties and responsibilities under this Agreement,

in an amount not less than \$2,000,000 combined single limit per occurrence. Contractor may opt to provide a claims-made policy with a combined single limit per claim of not less than \$2,000,000; but in doing so, Contractor warrants that any retroactive date under the policy precedes the effective date of this Agreement and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of three (3) years after the expiration or termination of this Agreement.. Where any subcontractor provides professional services related to this Agreement, they must provide equivalent coverage.

iv. Certificates. Contractor shall furnish the City with certificates evidencing the date, amount, and type of insurance required by this Agreement (ACCORD form or equivalent approved by the City). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All policies will provide for not less than thirty (30) days' written notice to the City before they may be canceled. Such notice will be mailed and emailed to [Pat Hare, City Administrator, at 6030 NE William R Carr Avenue, Adair Village, OR 97330]. All certificates and any required endorsements are to be received and approved by the City before the work commences. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the work under this Agreement and remain in effect for the duration of the project or extended reporting period, as required. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement.

v. Primary Coverage. The coverage provided by insurance required under this Agreement shall be primary and noncontributory, and any other insurance carried by the City shall be excess.

vi. Subcontractors. Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectible insurance. At any time throughout the term of the Agreement, the City reserves the right to require proof from Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Agreement's Scope of Services are subject to the insurance coverages identified above and must include the City as an additional insured. In certain circumstances, Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Agreement.

vii. Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Oregon and with an "A.M. Best" rating of not less than A- VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

### **13. Work Product.**

All work produced by Contractor is the exclusive property of the City. "Work Product" includes but is not limited to, technical drawings, prints, blueprints, schematics, research, reports, computer programs, manuals, drawings, plans, recordings, photographs, artwork and any data or information in any form. Contractor and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason, a Work Product is deemed not to be a "work made for hire," upon payment for the Services, Contractor irrevocably assigns and transfers to the City all right, title and interest in such Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to Work Product, including any rights arising under 17 USC § 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications.

Notwithstanding the above, all pre-existing trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights of Contractor are and will remain the exclusive property of Contractor. Contractor hereby grants to the City a non-exclusive, perpetual, irrevocable license, with the right to sublicense, to disclose,

copy, distribute, display, perform, prepare derivative works of and otherwise exploit any pre-existing intellectual property rights incorporated into the Work Product(s).

#### **14. Public Records and Confidentiality.**

i. Public Records Requests. Contractor acknowledges that the City is subject to the Oregon Public Records Act and federal law. Third persons may claim that the Contractor Confidential Information (as defined below) that Contractor submitted to the City hereunder may be, by virtue of its possession by the City, a public record and subject to disclosure pursuant to the Oregon Public Records Act. The City's commitments to maintain certain information confidentially under this Agreement are all subject to the constraints of Oregon and federal laws. All information submitted by Contractor to the City is a public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions for which Contractor requests and meets an exemption from disclosure consistent with federal or Oregon law, in accordance with the process set forth in Section 14.iii. Within the limits and discretion allowed by those laws, the City will make a good faith effort to maintain the confidentiality of information.

ii. Public Records Retention. The City will retain one (1) copy of any public records for the express purposes of complying with State of Oregon public records and archiving laws.

#### iii. Confidentiality.

- a. Contractor's Confidential Information. During the term of this Agreement, Contractor may disclose to the City certain Contractor confidential information pertaining to Contractor's business ("Contractor Confidential Information"). Contractor shall be required to mark Contractor Confidential Information CONFIDENTIAL with a restrictive legend or similar marking, together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request under Oregon public records laws. If Contractor Confidential Information is not clearly marked, or the Contractor Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Contractor shall identify the Contractor Confidential Information as confidential at the time of disclosure or within a reasonable time thereafter. This Agreement itself shall not be considered Contractor Confidential Information. Contractor Confidential Information does not include information that (1) is or becomes (other than by disclosure by the City) publicly known; (2) is furnished by Contractor to others without restrictions similar to those imposed by this Agreement; (3) is rightfully in the City's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (4) is obtained from a source other than Contractor without the obligation of confidentiality, (5) is disclosed with the written consent of Contractor, or; (6) is independently developed by employees or agents of the City who can be shown to have had no access to the Contractor Confidential Information. Subject to subsection (i) and (ii), the City shall: (1) limit disclosure of Contractor Confidential Information to those directors, elected and appointed officials, employees, contractors and agents of the City who need to know the Contractor Confidential Information in connection with the Services and who have been informed of confidentiality obligations at least as strict as those contained in this Agreement, and (2) exercise reasonable care to protect the confidentiality of the Contractor Confidential Information, at least to the same degree of care as the City employs with respect to protecting its own proprietary and confidential information.
- b. City's Confidential Information. Any and all information that the City provides to Contractor or its employees or agents in the performance of this Agreement that the City designates as confidential

(either on the document itself or through related correspondence), as well as all reports and other documents and materials that result from Contractor's use of such information and any other Work Product that the City designates as confidential, is deemed to be confidential information of the City ("City Confidential Information"). City Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by the City to others without restrictions similar to those imposed by this Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (4) is obtained from a source other than the City without the obligation of confidentiality, (5) is disclosed with the written consent of City, or; (6) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

- c. Contractor shall treat as confidential any City Confidential Information that has been made known or available to Contractor or that Contractor has received, learned, heard or observed; or to which Contractor has had access. Contractor shall use City Confidential Information exclusively for the City's benefit in the performance of this Agreement. Except as may be expressly authorized in writing by the City, in no event shall Contractor publish, use, discuss or cause or permit to be disclosed to any other person such City Confidential Information. Contractor shall (1) limit disclosure of the City Confidential Information to those directors, officers, employees, subcontractors, and agents of Contractor who need to know the City Confidential Information in connection with the Services and who have agreed in writing to confidentiality obligations at least as strict as those contained in this Agreement, (2) exercise reasonable care to protect the confidentiality of the City Confidential Information, at least to the same degree of care as Contractor employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City, upon its request, all materials containing City Confidential Information, in whatever form, that are in Contractor's possession or custody or under its control. Contractor is expressly restricted from and shall not use the intellectual property rights of the City without the City's prior written consent.
- d. Retroactivity. This Section shall apply to all City Confidential Information previously received, learned, observed, known by or made available to Contractor and related to this Agreement.
- e. Survival. Contractor's confidentiality obligations under this Agreement shall survive termination or expiration of this Agreement.
- f. Equitable Relief. Contractor acknowledges that unauthorized disclosure of City Confidential Information will result in irreparable harm to the City. The Parties agree that, notwithstanding any other section of this Agreement, in the event of a breach or a threatened breach of the Agreement's terms related to Confidential Information or intellectual property rights, the non-breaching Party shall be entitled to seek equitable relief to protect its interests, including but not limited to injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the Parties.
- g. Discovery of Documents. In the event a court of competent jurisdiction orders the release of Confidential Information submitted by one Party, the other Party will notify the Party whose Confidential Information is being requested to be disclosed of the request. The Party receiving the request shall allow the other Party to participate in the response at its own expense. Each Party will comply with any effective court order.

## **15. Changes in Work.**

Any changes to the provisions of this Agreement shall be in the form of an amendment. No provision of this Agreement may be amended unless such amendment is executed in writing by authorized representatives of the Parties. If the requirements for amendment of this Agreement as described in this section are not satisfied in full, then such amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect. The City reserves the right to make administrative changes to the Agreement unilaterally, such as extending option years and increasing compensation within the existing not-to-exceed amount. An administrative change means a written change that does not affect the substantive rights of the Parties.

The City and Contractor can agree to make changes at any time to the Scope of Services (Exhibit A) due to changed or extra work in the form of a change order. Only the City Administrator may authorize a change order. Failure of Contractor to secure written authorization for a change order shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized change order, and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work. If a change order would increase the not-to-exceed amount, extend the term, or materially affect the scope or schedule, it must be executed as a formal written amendment to this Agreement signed by both Parties.

## **16. Errors.**

Contractor shall perform such additional work as may be necessary to correct errors in the Services required under this Agreement without undue delays and without additional cost.

## **17. Disputes.**

Contractor shall cooperate with the City to ensure that all claims and controversies which arise during this Agreement will be resolved as expeditiously as possible in accordance with the following resolution procedure:

- i. Any dispute between the City and Contractor shall attempt to be resolved by their respective Project Manager or designee.
- ii. If the Project Managers are unable to resolve the dispute within three (3) days of notice of dispute is given by a Party, the dispute shall be referred to the Project Managers' superiors.
- iii. If the dispute cannot be resolved pursuant to subsections (i) or (ii), the parties agree to mediate in a good faith prior to initiating litigation pursuant to Section 23.

## **18. Early Termination of Agreement.**

- i. The City may terminate this Agreement for convenience at any time for any reason deemed appropriate in its sole discretion. Termination shall be effective no sooner than fifteen (15) calendar days after written notice is given by the City.
- ii. Contractor may terminate this Agreement for convenience upon fifteen (15) calendar days' prior written notice to the City. Termination shall be without penalty or further obligation, except for payment for all Services performed through the effective date of termination and for any non-cancellable, pre-approved expenses reasonably incurred.
- iii. Either Party may terminate this Agreement in the event of a material breach by the other Party that is not cured. Unless otherwise set forth in the Agreement, before termination is permitted, the Party seeking termination shall give the other Party written notice via certified mail of the breach, its intent to terminate, and thirty (30) calendar days to cure the breach. If the breach is not cured within thirty 30 days, the Party seeking termination may

terminate immediately by giving written notice by certified mail that the Agreement is terminated. If there is an immediate risk of harm to life or property, the City may terminate the Agreement immediately and without regard to the 30-day notice provision. Moreover, the City may immediately terminate this Agreement if Contractor: (a) becomes insolvent, makes a general assignment for the benefit of creditors; (b) suffers or permits the appointment of a receiver for its business or assets; (c) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, and such proceeding has not been dismissed within a sixty (60) Calendar Day period; or (d) has wound up or liquidated, voluntarily or otherwise.

iv. Contractor shall promptly notify the City in writing upon the occurrence of any event that could reasonably be expected to result in a material adverse change in the financial condition, operations, or business prospects of the Contractor, including but not limited to insolvency, bankruptcy proceedings (whether voluntary or involuntary), appointment of a receiver, assignment for the benefit of creditors, or the commencement of any proceeding under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors. In the event that the City determines, in its sole discretion, that Contractor's financial condition has materially deteriorated or that any such adverse event has occurred or is reasonably likely to occur, the City shall have the right to terminate this Agreement immediately upon written notice to Contractor, without penalty or further obligation.

#### **19. Remedies and Payment on Early Termination.**

i. If the City terminates pursuant to Section 18(i), or the Contractor terminates for convenience pursuant to Section 18(ii), the City shall pay Contractor for Services performed in accordance with the Agreement prior to the termination date. No other costs or loss of anticipated profits shall be paid.

ii. If the City terminates pursuant to Section 18(ii), the City is entitled to all remedies available at law or equity. In addition, Contractor shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.

iii. If the Contractor justifiably terminates the Agreement pursuant to 18(ii), Contractor's only remedy is payment for Services performed and accepted by the City prior to the effective date of the termination. No other costs or loss of anticipated profits shall be paid.

iv. If the City's termination under Section 18(ii) was wrongful, the termination shall be automatically converted to one for convenience, and Contractor shall be paid as if the Agreement was terminated under Section 18(i). This provision does not apply to Contractor's exercise of its right to terminate for convenience under Section 18(ii).

v. In the event of early termination, Contractor's Work Product before the date of termination becomes property of the City.

#### **20. Compliance with Applicable Law.**

Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations. These

laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

Certain Oregon laws apply to all public contracts in Oregon. The City's performance under the Agreement is conditioned upon Contractor's compliance with the applicable provisions in Attachment 1 – OR Statutorily Required Contract Provisions, which are incorporated herein by this reference.

## **21. Records and Audits.**

i. Records Retention. Contractor shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Contractor agrees to maintain and retain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement during the term of this Agreement and for a minimum of six (6) years after the expiration or termination date of this Agreement, or for a minimum of six (6) years after all other pending matters in connection with this Agreement are closed, whichever is longer.

ii. City Audits. The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and Services at any time in the course of the Agreement and during the records retention period listed above. Audits shall be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.

iii. Access to Records. The City may examine, audit and copy Contractor's books, documents, papers, and records relating to this Agreement at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request. Access to said documents shall be granted within seven (7) days written notice, or such other earlier time as is reasonable under the circumstances.

## **22. Law of Oregon.**

This Agreement is governed by the laws of the State of Oregon without reference to its "conflict of laws" provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this Agreement shall be brought in the appropriate court of Benton County, Oregon.

## **23. Mediation, Trial by Jury, Attorneys' Fees.**

i. Should any dispute arise between the Parties to this Agreement that cannot be resolved by Section 17, it is agreed that such dispute will be submitted to a mediator prior to any litigation, and the Parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. By mutual agreement, the Parties may waive mediation and proceed with litigation. The waiver shall be in writing and signed by an authorized representative of each Party.

ii. The Parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both Parties. Mediation will be conducted in Albany, Oregon, unless both Parties agree in writing otherwise. Both Parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a Party requests mediation and the other party fails to respond within ten (10) days, or if the Parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Benton County Circuit Court upon the request of either Party.

iii. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury.

iv. In any mediation or litigation arising under this Agreement, each Party shall bear its own fees and costs, including attorneys' fees.

v. Any legal proceeding of any nature whatsoever brought by either Party against the other that asserts a breach of contract, seeks declaratory relief, or otherwise arises out of or relates to this Agreement or the Services performed under it shall be commenced within two (2) years of the date that final payment is made to Contractor, or within any longer limitations period that is mandatorily required by Oregon law. For purposes of this subsection, "final payment" means the date the City issues payment of the undisputed balance due for all Services performed prior to expiration or termination of this Agreement. Any claim not brought within this period is irrevocably waived. This limitation period shall apply equally to claims brought by either Party.

#### **24. Conflict of Interest.**

Contractor hereby certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Contractor, its employee(s), officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: (1) has responsibility in making decisions or ability to influence decision-making on the Agreement or project to which this Agreement pertains; (2) has or will participate in evaluation or management of the Agreement; or (3) has or will have financial benefits in the Agreement. Contractor understands that should it elect to employ any former City official/employee during the term of the Agreement, then that former City official/Contractor employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and any provisions of the City's Charter, Code, ordinances, or administrative rules.

#### **25. Subcontractors.**

The Contractor is solely and exclusively for the performance of the Services, notwithstanding any subcontracts that it enters into for the performance of the Services. Contractor shall provide a list of all subcontractors with which Contractor intends to utilize in providing Services. This list shall include such information on their relevant qualifications as may be requested by the City. The City reserves the right to review and reject Contractor's use of subcontractors where the City has a reasonable objection. Contractor shall obtain the City's written consent prior to entering into any subcontracts for any of the Services required by the Agreement.

#### **26. Force Majeure.**

A "Force Majeure Event" is an exceptional, unforeseeable and unavoidable occurrence beyond the reasonable control of the affected Party, such as, riots, epidemics, war, government regulations, labor disputes, fire, natural phenomena, or other unforeseeable causes beyond such Party's reasonable control. In the event that either Party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event not the fault of the affected Party, the Party who has been so affected immediately shall give notice to the other Party and shall do everything reasonably possible to resume performance. Upon receipt of such notice, the performance obligations affected by the Force Majeure event shall immediately be suspended.

If the period of nonperformance exceeds fifteen (15) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

If the period of nonperformance due to a Force Majeure Event does not exceed fifteen (15) calendar days, such nonperformance shall automatically extend the time to complete the Services for a period equal to the duration of such events. Any warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such event.

If the period of nonperformance due to Force Majeure Event is longer than fifteen (15) calendar days, the Parties shall negotiate options for mitigate the Force Majeure Event.

## **27. General Provisions.**

i. Successors and Assigns. Each party binds itself, and any partner, successor, executor, administrator or assign to this Agreement.

ii. Assignment. Contractor shall not assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the City and no assignment shall be of any force or effect whatsoever unless and until the City has so consented. For purposes of this Section, the acquisition, merger, consolidation or change in control of Contractor or any assignment by operation of law shall be considered an assignment of this Agreement that requires the City's prior written consent. If the City agrees to assignment of tasks to a subcontractor, Contractor shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by the City of any subcontractor nor anything contained in this Agreement shall be deemed to create any contractual relation between them and the City.

iii. Change in Ownership. If, during the term of this Agreement, Contractor experiences a change in ownership or control, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in ownership or control is sufficient grounds for terminating this Agreement.

iv. Severability. In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the Parties when they entered into the Agreement.

v. No Third-Party Beneficiaries. Contractor and the City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

vi. Non-Discrimination. Each Party agrees not to discriminate on the basis of age, citizenship status, color, familial status, gender identity or expression, marital status, mental disability, national origin, physical disability, race, religion, religious observance, sex, sexual orientation, and source or level of income in the performance of this Agreement.

vii. News Releases and Public Announcements. Contractor shall not use the City seal or other representations of the City in its external advertising, marketing, website, or other promotional efforts, nor shall Contractor issue any news release or public announcements pertaining to this Agreement or the Services without the express written approval of the City. Such approval may be withheld in the City's sole discretion.

viii. Exclusivity. This is not an exclusive contract, and the City retains the right to contract with other entities or contractors for the same or similar goods or services as provided under this Agreement in the City's sole discretion.

ix. Integration. This Agreement and attached Exhibits and Attachments constitutes the entire Agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement regarding this Agreement.

x. No Waiver. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given.

xi. Survival. All provisions in this Agreement, which by their nature should remain in effect beyond termination or expiration of this Agreement, will survive until fulfilled.

xii. Counterparts; Electronic Signatures. The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. The City and Contractor may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures.

xiii. Independent Legal Review. The Parties, by the signature of their authorized representatives, acknowledge that they have read this Agreement, have performed an independent legal review, understand it, and agree to be bound by its terms and conditions. This Agreement has been drafted by the City in the general format by the City as a convenience to the Parties only and shall not, by reason of such action, be construed against the City. Section headings are for ease of reference and convenience only and shall not affect or enter into the interpretation of any portion of this Agreement.

\* \* \*

\* \* \*

**SIGNATURE PAGE**

**IN WITNESS HEREOF**, the Parties hereby cause this Agreement to be executed.

PATHFINDER LAND USE  
CONSULTING, LLC

CITY OF ADAIR VILLAGE

\_\_\_\_\_  
Laura LaRoque

\_\_\_\_\_  
Pat Hare

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT

### Statutorily Required Public Contracting Provisions

Contractor shall observe all applicable state and local laws pertaining to public contracts. Pursuant to ORS Chapters 279A, 279B and 279C, which require every public contract to contain certain provisions, and other state law, the following provisions shall be a part of this contract, as applicable. All defined terms in this Attachment shall be interpreted in accordance with the solicitation or contract document and the relevant statutory provision. Subcontractor shall be read to mean subcontractor or subconsultant.

1. ORS 279A.110 (Non-discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a disadvantaged, minority owned, woman owned, veteran owned, or emerging small business enterprise (certified under ORS 200.055.), or a business that is owned or controlled by, or employs a disabled veteran (as defined in ORS 408.225).
2. Pursuant to ORS 279B.220 or 279C.505, as applicable, Contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
3. Pursuant to ORS 279B.230(1) or 279C.530(1), as applicable, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
4. Pursuant to ORS 279B.230(2) or 279C.530.(2), as applicable, in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
5. Pursuant to ORS 279B.235(1) and 279B.020 and ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, and Overtime): Except as otherwise provided in an applicable collective bargaining agreement with a labor organization, Contractor shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:
  - i. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
  - ii. For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - iii. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).

- iv. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.
  - v. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this contract, either at the time of hire or before commencement of Work or Services under the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
6. Environmental Laws. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
  7. Oregon Tax Law Compliance: Contractor must, throughout the duration of this contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of this contract, represents and warrants that it has faithfully complied with, and will continue to comply with during the term of this contract: (A) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Failure to comply with this section is a default for which the City may terminate the contract and seek damages and other relief available under the terms of the contract or under applicable law.
  8. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract. Contractor shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this contract.
  9. Assignment or Transfer Restricted. Unless otherwise provided in the contract, the Contractor shall not assign, sell, dispose of, or transfer rights, or delegate duties under the contract, either in whole or in part, without the Contracting Agency's prior Written consent. Unless otherwise agreed by the Contracting Agency in writing, such consent shall not relieve the Contractor of any obligations under the contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the contract. If the Contracting Agency consents in writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the Contracting Agency for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the Contracting Agency otherwise agrees in writing.

## **EXHIBIT A – Pathfinder Proposed Services and Rates**

### **SCOPE OF SERVICES**

Pathfinder shall provide professional land use planning services on an as-needed, on-call basis, solely as authorized in writing by the City Administrator or designated representative. Services include, but are not limited to:

- Reviewing policies, data, and development opportunities;
- Facilitating public and stakeholder engagement;
- Evaluating development proposals and preparing staff reports;
- Drafting land use plans, zoning updates, and policy recommendations;
- Assisting with implementation strategies and funding efforts;
- Monitoring plan effectiveness and suggesting updates;
- Advising on transportation, infrastructure, and economic development coordination;
- Incorporating sustainability and climate resilience;
- Ensuring compliance with Oregon Public Records and Open Meetings laws.

All services shall comply with applicable laws, regulations, and professional standards. Specific tasks, deliverables, and priorities are outlined below.

#### **1. Long-Range Planning**

- Review and recommend updates or improvements to the City’s Municipal Code as part of ongoing projects.
- Assist with preparation and management of planning studies.
- Support the pursuit and administration of relevant grants.

#### **2. Remote Staff Support**

- Respond promptly to planning-related inquiries from City staff and the public via phone or email.
- Review preliminary application materials and provide written or verbal guidance on applicable regulations and project considerations.
- Facilitate pre-application meetings when requested.
- Conduct thorough reviews of land use applications, including completeness checks, preparation of public notices, staff reports, decision notices, and final orders.
- Attend and provide technical support at Planning Commission, City Council, and other relevant meetings, offering guidance, regulatory interpretation, and presentations as needed.

#### **3. Timeliness and Responsiveness**

- Pathfinder commits to delivering all services, reviews, and reports in a timely manner consistent with City deadlines and project priorities.

- Pathfinder will communicate proactively with the City regarding any anticipated delays or issues that may affect schedules and will work collaboratively to ensure project milestones are met efficiently.
- All services shall be performed in compliance with applicable City policies, local and state regulations, and professional standards.
- Pathfinder will coordinate with the City's designated representative to ensure timely delivery of services and reports.

#### 4. Deliverables

- Pathfinder shall provide written deliverables such as staff reports, analysis memoranda, draft plans, presentations, and other documentation necessary to support City projects and decision-making.
- Deliverables shall be submitted according to schedules mutually agreed upon by Pathfinder and City. No deliverables shall be required beyond those mutually agreed upon in writing by the parties.
- Pathfinder shall maintain thorough documentation of all work performed and provide periodic progress updates as requested.

#### 5. Communication Protocols

- Pathfinder designates Laura LaRoque as its primary contact responsible for project communication and coordination with the City's designated representative.
- Regular status updates will be provided via email or meetings, with frequency agreed upon at the project outset (e.g., weekly, bi-weekly, or monthly).
- Pathfinder shall be available for meetings and consultations, either in-person or remotely, as reasonably requested by the City.
- Any issues affecting timelines, scope, or deliverables shall be communicated promptly to allow timely resolution.

#### CITY RESPONSIBILITIES

- a. Provide timely access to relevant records and documents.
- b. Prioritize planning tasks and give clear direction,
- c. Offer timely feedback and approvals to maintain progress.
- d. Ensure access to City sites or facilities as needed.
- e. Designate a primary contact for consultant coordination.

#### CONSULTANT RESPONSIBILITIES

- a. Respond promptly and professionally to City service requests.
- b. Support the City in identifying planning needs.
- c. Maintain accurate time and service records; submit detailed invoices.
- d. Preserve confidentiality in accordance with applicable laws.

- e. Comply with all relevant laws and regulations.
- f. Provide progress updates as requested.
- g. Attend meetings or hearings to represent the City when needed.

#### MUTUAL RESPONSIBILITIES

- a. Promptly notify each other of issues affecting scope, schedule, or cost.
- b. Collaborate and communicate openly to resolve concerns professionally.

#### COMPENSATION AND REIMBURSEMENT.

##### A. HOURLY RATE.

Pathfinder shall be compensated at an hourly rate of \$90.00, billed in 0.25-hour (15-minute) increments for services rendered under this Agreement. This rate may be adjusted annually by Pathfinder with at least thirty (30) days' prior written notice to the City.

##### B. REIMBURSABLE EXPENSES.

The City agrees to reimburse Pathfinder for the following direct expenses:

- Mileage: reimbursed at the prevailing IRS standard mileage rate
  - Photocopies: \$0.15 per page
  - Faxes and Scanning: \$1.00 per page
  - 8½ x 11 Color Printing: \$0.50 per page
  - 11 x 17 Color Printing: \$1.00 per page
- C. Other project-specific expenses not listed above may be reimbursed if agreed to in writing by both parties on a project-by-project basis.
- D. Invoicing and Payment Terms

Invoices shall be submitted no more frequently than monthly and shall include a detailed breakdown of time spent, services rendered, and any reimbursable expenses incurred. The City agrees to remit payment within thirty (30) days of receipt of a properly submitted invoice. Invoices shall be submitted electronically to the City's designated representative unless otherwise directed in writing. If the City disputes any portion of an invoice, it shall notify Pathfinder within ten (10) days of receipt, and the undisputed portion shall be paid on time.

#### GENERAL TERMS

This Exhibit A is incorporated into and governed by the terms of the Professional Services Agreement between the City and Pathfinder. In the event of any conflict between this Exhibit and the Agreement, the Agreement shall control.